

EXHIBIT A



& RELIEVES OTHER ALLERGY SYMPTOMS*

IT IS AN FDA APPROVED CORTICOSTEROID.
Provides 12-hour relief of sneezing,
runny nose, itchy eyes, itching
throat or throat & nasal congestion.

BRIDES

GALLERIES NEWSLETTER GET THE MAGAZINE FOLLOW PROMOS

Rings Fashion & Beauty Ceremony & Reception Bridal Party Real Weddings Travel Registry News & Advice

REGISTRY

Where to Register: The 50 Best Wedding Registry Sites & Stores

Your ultimate guide to the big list.

By Kristi Collogg Published on August 24, 2017



where to register for your wedding can be a bit overwhelming. That's why we've compiled the ultimate list of the best wedding registry sites to help you get started.

Best Wedding Registry Sites: All-Inclusive

1. Bed, Bath & Beyond

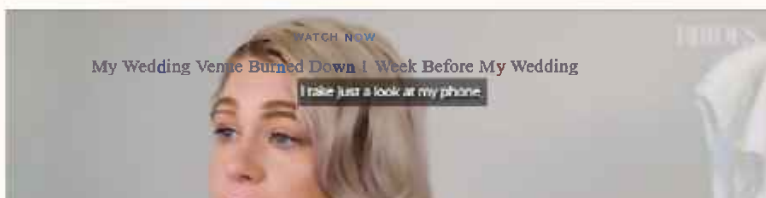
When it comes to one-stop shopping convenience, few retailers can beat Bed, Bath & Beyond. It's the perfect place to scan all of your essentials, like housewares, linens, and appliances. And since they offer tons of different brands, you can select must-have's at a range of different price points. Plus, with free announcement cards to tell friends and family where you've registered, expert consultants to help you decide which items to pick, and a completion program that lets you purchase your remaining gifts at a discounted price after the big day, this retailer is a registry no-brainer.

2. Amazon

Move your wedding registry into the digital age with Amazon! Let's say you're seriously coveting just a few items from a retailer, but it doesn't make sense to create an entire registry there. With Amazon's universal registry, you can add items to your list that weren't found on their site. But we have a feeling you'll be able to curate a great selection of goods without ever navigating off their site.

3. Zola

With a Zola registry, you can register for over 50,000 gifts, experiences, and funds, all in one place. You can also add gifts from any other store onto your Zola registry. With your personalized web registry, you can create a custom URL, upload your photos, and leave notes for guests. And since you can add gifts from any store, plus have the ability to receive group gifts and get a 20% discount on Zola valid for six months after your wedding date, this is one of the best wedding registry sites and worth serious consideration. (All Zola items purchased through a wedding registry are also shipped free!)





If you've found that you have enough coffee makers, plates and sheets, then why not register for something good for your body and soul? Thanks to Zola, you can even add workouts to your registry, like SoulCycle. Couples with a serious case of wanderlust can also fund unforgettable getaways via Airbnb.

4. NewlyWish

NewlyWish is a registry aggregate that combines their curated list of stylish products, experiences, and honeymoon excursions with offsite products. That means you can pick and choose items from different retailers and still register for the funds to go on your dream getaway. After the big day you'll get 10% off any remaining gifts, and will also enjoy unique discounts from NewlyWish's partners, like Squarespace and Appy Couple.

5. MyRegistry

Registering at traditional stores like Bloomingdale's and Crate & Barrel isn't for everyone. You prefer to pick and choose one-of-a-kind gifts from unique boutiques around the Internet. Luckily, with MyRegistry, you can do just that. You can even register for non-tangibles, such as cooking classes and skydiving sessions. Literally nothing is off limits! You can also use MyRegistry to register at stores like Lowe's, Home Depot, and Pier One, none of which have their own branded registries.

6. Blueprint Registry

For the couple looking for one seriously all-inclusive registry, look no further than Blueprint Registry. This unique online registry lets you add products to one list from big box retailers or from your favorite local store. You can search for and add gifts by room, designate pricier items as a group gift, or even register for cash-based gifts like a honeymoon fun, date nights, or a fund for your favorite charity. Two weeks after your wedding Blueprint Registry will send you a master list of each gift you received, who it was from, and a return guide, to make thank-you notes and exchanges a breeze.

7. Tendr

If you're the type of couple that doesn't need additional housewares but could use help paying off your big day, look no further than a Tendr registry. It's hard to ask for a cash gift without feeling greedy, but by creating a beautiful, digital registry with a thoughtful note of thanks, you can request guests give monetary presents rather than physical ones. And with easy and safe methods to pay online, it's easy for both the couple and guests.

Best Wedding Registry Sites: For the Entire Home

8. Bloomingdale's

With featured brands like All-Clad, Breville, Ralph Lauren, Michael Aram, and Waterford, you can expect to select housewares that are both functional and stylish when you register at Bloomingdale's. From fine china and kitchen essentials to decorative accents and cleaning supplies, Bloomingdale's offers a huge selection of goods with plenty of perks to go along with them. Aside from having a slew of gorgeous housewares, dinnerware, and décor at your fingertips (only a laser gun scan away!) they have an impressive registry program. Their wedding registry motto? "Love. Cherish. Keep."

9. Kohl's

Create a registry at Kohl's if you're looking for a large and affordable selection of housewares. With the mission to help you turn your new house into a home, there's no shortage of stylish finds at this budget-friendly retailer. And their reward perks can't be beat: Earn 10% on all gifts from your registry (up to \$200) in the form of a Kohl's coupon that can be used after the big day! They also offer a completion program where you can get 15% off any registry items that weren't purchased, so you can grab any gifts remaining on your list! Kohl's also offers manufacturer bonus gifts, free announcement cards (with 20% off coupons!) and seamless returns and exchanges.

10. Restoration Hardware

Even if you already live together and have every single basic you could ever need, you still need to create a wedding registry for guests that prefer not to give monetarily. Enter Restoration Hardware. Cool decorative items with European-inspired style are plentiful here, and for items you loved but didn't receive, you have up to one year after your event to purchase them with a 10% completion discount.

11. Target

It's no secret that this retail giant has become hugely popular, and if you are one of the many fans of their "designer goods for less" credo, you should certainly stop by Target to register. You'll also get a 15% completion discount to use in store and online for those last few gifts on your list. Target also offers a "group gifting" feature that allows a group of people to go all-in on a bigger gift for the couple.

12. Williams-Sonoma

For devoted foodies and big entertainers, Williams-Sonoma should be an obvious registry pick. With tons of professional-grade cookware, beautiful home accents, and entertaining essentials, you can pick out nearly everything you'll need. You'll get bonus gifts when guests purchase certain products off your registry, a post-wedding discount of 10% off purchases for six months following your wedding, and private appointments with a registry specialist to select products or learn how to use the ones you already received.

13. Crate & Barrel

For couples drawn to modern housewares, sleek furniture, and entertaining essentials—all at an affordable price point—a Crate & Barrel registry is a must. As a thank-you for signing up, the retailer will give you a set of best-selling stemless wine glasses and an embroidered linen bag. Along with a top-notch selection of goods, you'll also receive free save-the-date cards from Paperless Post and complementary registry announcement cards. Crate & Barrel also offers a 10% completion discount for six months post-wedding. Every item on your registry ships free, and they have an easy-to-use "thank you manager."

14. Pottery Barn

To get a stylish, relaxed vibe throughout your home, may we suggest a Pottery Barn registry? With design service to help you find the perfect pieces for every room in your house, it's the ideal retailer for couple's cohabiting for the very first time. And if you're a fan of customized, monogrammed housewares, Pottery Barn can add your new moniker to just about anything. Plus, you'll get a 10% completion discount in the six months following your wedding, so you can grab any remaining gifts at a great price.

15. Macy's

With a huge selection of brands, products, and styles, you'll be able to cross nearly everything off of your list here. And with locations on both the east and west coast, your friends and family can shop in store with ease. You'll also receive Star Rewards accumulated based on the gifts purchased through your registry. When your guests go shopping, they'll also receive 10% off the purchase, as well as five percent back for themselves! And, post-wedding, Macy's offers a 20% completion discount.

16. Ethan Allen

Not only is Ethan Allen a leader in home furnishing, but this store is also a leader in wedding registries. Ethan Allen offers couples a complimentary sit-down meeting with their design pros so they can get insider tips on how to register for and design the home of their dreams. Wedding registrants also get free announcement cards and a 15% completion discount for six months after your wedding day.

17. IKEA

Whether you're setting up your home for the first time or revamping the home you've already started together, IKEA has everything you'd ever want for the home at competitive prices. While IKEA might be associated with college living, there are plenty of more sophisticated options, as well. From cooking essentials to bed and bath basics, organizational necessities to finishing touches, you'll love registering at IKEA. IKEA has a wedding registry app you can use straight from your phone, plus a wedding registry inspiration guide to get you on the right path!

18. JC Penney

With everything from décor to housewares, appliances to furniture, you can register for something for every room in your home with JC Penney. The giant retailer has more than 1,000 stores throughout the U.S., so it will be as simple to make an in-store purchase as well as an online purchase. Using your registry announcement, gift givers will receive 20% on every in-store purchase of \$50 or more. For the couple, there's even an app where they can manage the wedding registry on the go and in real time. Registrants will be able to save 10% off items still on their registry for six months post-"I do."

19. Anthropologie

For brides in search of unexpected patterns, quirky flair, and exquisite attention to detail, registering at Anthropologie is a no-brainer. Find décor for the bedroom, bathroom, dining room and kitchen. You can register on the Anthropologie app or in-store.

20. Wayfair

On top of their large selection of name brand kitchenware, furniture, and home décor, Wayfair offers curated collections that make it easy for brides to sort through all the products to pick and choose what suits their style. Wayfair is also one of the wedding registries that offers group gifting. Wayfair offers a 10% completion discount

after the "I do's" are done.

21. Dillard's

Dillard's has plenty of incentives for registering with specific brands. For example, if you complete \$500 worth of Cuisinart products, Dillard's throws in a set of multi-color mixing bowls. Or, if you register for and receive eight place settings, Dillard's will gift you a vegetable bowl in a matching after. There are many more completion incentives listed on their site. Also, after your wedding, Dillard's offers a generous 20% completion discount.

22. Frontgate

Personalization is one of the elements that makes Frontgate stand out from other retailers when it comes to wedding registries. Like many of the other stores on this list, Frontgate offers furniture and home essentials any new couple would love to pick and choose from, but on top of that, Frontgate offers engraving on many of their items. (And if you're getting a new last name, you probably are going to want to show it off!) From monogrammed serving trays to welcome mats, the personalization options are endless. Frontgate also offers private in-store registry appointments where you can get all your questions answered.

23. Jonathan Adler

Jonathan Adler's unique "Happy Chic" aesthetic can brighten up any newlywed home. For couples looking to stock up on ceramics, rugs, and colorful textiles, look no further. You'll also get a 10% completion discount on products you don't receive.

24. Kate Spade

In addition to gorgeous handbags and statement jewelry, Kate Spade has a selection of stylish home décor. If you're loving the look of Kate Spade's lamps and kitchenware, you'll be happy to know they offer a wedding registry. Plus, Kate Spade offers elegant gift wrapping, lending a extra touch of class to every gift on the registry.

25. Neiman Marcus

If you're looking for top-of-the-line dinnerware, fine linens, and beautiful table accessories, head to Neiman Marcus wedding registry department. This registry is best suited for couples near a store, though, as not all online selections will be available to add to your list. Neiman Marcus offers free gift packaging, free shipping and free returns on all purchases, as well as an online thank you note manager and a 10% completion discount. In addition, when you register with Neiman Marcus you can arrange for the Neiman Marcus restaurant to cater your wedding events at 10% off.

26. Heath Ceramics

Since 1948, this dreamy shop has offered modern, high-quality tableware and home accessories that will last a lifetime. We're big fans of their dinnerware sets, which come in an array of colors to match the vibe of your kitchen. And thanks to the store's flexible registry, your wedding guests have the option of shopping in-store or online at their convenience. They have a website with an extensive selection as well as physical locations in San Francisco and Los Angeles.

27. Sue Fisher King

Sue Fisher King is a carefully curated treasure trove of whimsical home furnishings bursting with color and personality. Build your registry with all the quirky tchotchkes and exquisite sheets your heart desires.

28. March

This arty store is made for couples with a minimalist style, discerning taste, and a deep love for cooking and entertaining. Find all the things you need to create your dream kitchen space—from stunning copper tea kettles and Italian ceramic serving bowls to cool fringed napkins and plush suede oven mitts.

29. Hudson Grace

Hudson Grace is a destination for stylish décor that's simple, stunning, and beautifully constructed. If you're after that chic-yet-relaxed coastal California lifestyle look, then this is the store for you. You and your fiancé will be enamored by the selection of lush linens, refined tabletop items, romantic candles, and elegant entertaining accessories.

30. Gump's

Gump's traditional registry is ideal for indecisive brides who love instant gratification. This flexible option allows you to alter your registry whenever you wish, should a different china pattern catch your eye. And you and your soon-to-be hubby will receive your gifts as soon as they're purchased so you can enjoy your exquisite tablewares immediately and get a head start on those thank you notes before you even walk down the aisle. *Read real brides' reviews of Gump's here!*

31. West Elm

A West Elm registry is practically a must-have for couples looking to fill their first home. Take advantage of their free Home Stylists that can help you register for the pieces that will upgrade your space. From kitchen and tabletop necessities to cool home accents and furniture, you can register for each and every room in your house. And with 10% off every item left on your registry for six months following your wedding day, you can be sure you start off married life in style. As an extra incentive, couples that register with West Elm also receive 30% off from wedding website design Riley & Grey.

32. Jung Lee

Event planner Jung Lee approaches registering in a fresh new way at her New York City boutique. They offer a variety of home necessities along with unique and beautiful accent pieces. And with a team of designers (not salespeople!) they'll help you create a stylish first home that's as functional as it is pleasing to the eye.

33. The Container Store

Combining two separate lives into one is both exciting and scary. That's where a registry with The Container Store comes into play. Their product solution and expert advice make creating one cohesive and happy household a breeze. And with group gifting and 10% off to help you complete your registry, there's no limit on how organized you can make your first home. When guests spend \$75 or more, their able to score free shipping and free gift wrapping!

34. Best Buy

An electronics retailer might not feel like a natural registry pick, but you'd be surprised at the benefits of signing up with Best Buy. With picks for every room in your house, group-gifting that allows several guests to give as much as they want towards big-ticket items, and a 10% completion bonus to finish purchasing the necessities you didn't receive, what's not to love about a Best Buy registry? Plus, their app lets you add gifts as you go, whether you're shopping in store or online, so you're always connected.

35. Michael C. Fina

If you're most excited about registering for fine china, crystal, and flatware, stop in to Michael C. Fina. The registry consultants at this New York City store have been known to spend up to two hours walking registrants through options, and even help design tablescapes to show you how everything will look together. It's practically an entertainers dream. One big benefit? You can review everything purchased for you before it gets shipped, so you can swap out any items you've reconsidered or didn't receive enough or to put to use. Plus, you'll enjoy 15% off your wedding bands—Michael C. Fina carries over 1,000 styles from over 20 top designers.

36. MOMA Design Store

Do you love art and design? Does a MoMA membership sound like an ideal wedding gift? Then it's time consider a registry with at the MoMA Design Store. Every purchase supports the museum and its programs, so not only will you get one-of-a-kind design objects, furniture, lighting, and art, but you'll also get to give back to a great cause. The 10% completion bonus doesn't hurt, either.

37. Tiffany & Co.

For the couple that treasures the idea of family heirlooms, timeless and beautiful Tiffany & Co. is an obvious registry stop. While it's certainly a pricier retailer, there are plenty of more affordable vases and bowls that can help round out an otherwise pricier selection of goods.

38. Snowe

This design shop makes luxury attainable, with so many gorgeous items you just might add too many things to your wedding registry. Find bedding, linens, tableware, dinnerware, candles, elegant bathroom essentials, and more. They offer complimentary phone consultations, so you'll always got someone to help you navigate what you want and need for your home. Snowe also provides a thank you management program, and offers a 15% completion discount, as well as a generous 20% discount again when your first anniversary rolls around.

39. The Little Market

Brought to you by Lauren Conrad, The Little Market is a nonprofit offering housewares and decor, all of which is ethically sourced, artisan-made and fair trade. Gift givers will appreciate knowing the profits from their gifts will go to The Little Market's artisan partners in disadvantaged or impoverished communities throughout 20 countries around the world.

40. Etsy

Since you may find yourself crafting like crazy pre-wedding, one way to help you get some money back is by using the Etsy registry. Not only can you pick out cute gifts and decorations, you can also help support small businesses and artists all over the world.



41. Sur La Table

If you're passionate about cooking, Sur La Table, and their over 9,000 products, is where you must register. With exclusive products made just for the retailer, there are foodie finds you simply can't get anywhere else. Receive 10% off any products you don't receive for six months. While you're at it, you'll definitely want to check out their legendary in-store cooking classes where you and your honey can learn to whip up amazing meals (the kind you'll be serving on your the new dinnerware you've registered for!).

42. Bottlenotes

This online wine store and tasting note database allows you to easily put together a registry of wines online, both from their store and from partnered stores, for a vast selection ranging from the more affordable to the extravagant. Guests can search for your registry on their website, scan through your wines, and send them to you as easily as a click of a mouse.

43. ACME Wines

If you consider yourselves more serious vinophiles, then ACME wines in Napa Valley is exactly what you need for your registry. The revered boutique wine shop, that sells some of the rarest, most exclusive, and cult small production wines from California and beyond, can work with you one on one to create a wine-registry that builds your own personal collection as a couple. Guests can buy you bottles of wine curated from a list based on your likes and desires so you can start your marriage off right: with lots and lots of beautiful wine to toast your new life together.

44. Food52

Food52 has more than 2,000 items in their extensive inventory, with lovely selections for every room in the home. From the kitchen to the dinner table, the living room the bedroom, make the wishlist of your dreams. Registrants will receive a 10% completion discount for six months after the wedding.

Where to Register for Everything Else

45. UGallery

Art aficionados, take note. You can start up (or add to) your art collection when you register with UGallery. Guests can browse your desired artwork and select a piece of artwork, purchase an individual gift card, or chip in with friends on a group gift. All purchases come with free shipping and returns (up to 30 days), and the artwork will be delivered straight the registrant's door step. Like traditional registries, UGallery even offers a 15% completion discount.

46. REI

Outdoorsy and adventurous couples will be thrilled to know that REI has a wedding registry where they can register for all the camping, hiking, climbing, cycling, paddling, running, and yoga gear they've had their eye on.

47. Honeyfund

Founded by a couple looking for help making their dream honeymoon a reality, Honeyfund is the perfect way for guests to donate to your post-wedding vacation. Guests can donate to your total travel costs or for individual experiences, like dinners out or massages. There are many sites out there that are devoted to creating honeymoon funds, including: Wanderable, Honeymoon Wishes, Traveler's Joy and more. Find out more about these honeymoon funds and more in 7 Honeymoon Registry Sites All Brides Should Know.

48. Domino's

Attention pizza lovers: you can now register for Domino's pizza. It's the best wedding registry for couples who want to give their guests a laugh, that's for sure (who wouldn't chuckle at gifting pizza to the newlyweds?) According to Domino's, they providing "the first registry for couples who prefer delicious melty cheese to crystal gravy boats."

49. Card Avenue

Live in a small apartment in a big city and have absolutely no room for new things? Card Avenue feels your pain. Instead of registering for barware and fancy china, which would be cool if you actually had the space for it, you can get gift cards to all your favorite stores. And the best part is, the cards have no expiration date so you can feel free to cash in when you have more space.

50. JustGive.org

For those that feel like they have it all or don't want anything at all, you may want to consider using a registry where your wedding guests can donate to the charity or non-profit of your choice. For couple's that already have everything they could ever need, consider a charitable registry on a website like JustGive.org, which allows you to create a registry where guests can give to a foundation of your choosing in your honor.

5. Wedding Registry Tips



5 WEDDING REGISTRY TIPS

Don't jump online and just start registering without giving it some serious thought. Before you start clicking away with abandon and commit yourself to specific stores, consider these key pieces of advice from expert wedding planner [Sandy Malone](#).

1. Plan Ahead and Figure Out Exactly What You Need for Married Life

If you're older and [your household is complete](#), you're probably going to be upgrading things you've already got, or branching out. Crate & Barrel is a great place to get all your starter accessories, but if you're ready to upgrade, Williams Sonoma or Sur La Table might have a better selection. Bed Bath & Beyond has expanded their crystal and china sections to the point where some brides don't feel the need to register at department stores, but they don't carry every designer or the most upscale of everything.

2. Register at More than One Store

Don't overlap what you're requesting, but if you're going to register at Home Depot, it's a good idea to counter that with something like Macy's, where guests who don't want to get you a weed whacker can find a more traditional gift. Also, if you're registering with a little shop in your hometown because that's where all your family's friends will shop for you, make sure your second selection has a [full-blown online wedding registry](#) section for the folks who can't conveniently shop in your hometown.

3. Research Return Policies and Completion Discounts

Thoroughly investigate the store's policies regarding how long you have to purchase things off your registry at a discount after your wedding and also find out how long you have to return items for the full value. Make sure you [won't be stuck with duplicate items](#) from well-meaning friends who didn't check things off your registry. Nowadays, people will go looking for your registry items someplace less expensive. You can't return those things to the store where you are registered, so you have to keep that in mind. And find out [if you can make returns for cash](#) instead of store credit—not many stores will do that anymore.

4. Keep Track of Everything

Finally, after you're registered, check your online wedding registries when you receive a gift that you know you requested. If things were purchased elsewhere, change the quantity you need or delete them entirely once you've received them so that somebody else doesn't get you the same thing. Sure, you can return or exchange it, but you're going to be busy with a whole lot of more interesting things after your wedding.

5. Don't Add Your Registry Information to Your Wedding Invitation

There is one place where your wedding registry information definitely does not belong, and that's your [wedding invitation](#). Not only is it tacky, it can actually be considered rude. So, what's a bride to do? First of all, she can spread the word. Let both sets of parents, the wedding party and any other close friends in on the information, because chances are people are going to be asking them for your wedding registry information. Second, it's perfectly acceptable to add your wedding registry information to your wedding website (and since your wedding website can be included on your wedding invitation, it's a roundabout way of subtly providing your registry information on the invitation anyway).

Many sites and stores offer wedding registry cards. You might be tempted to throw those cards into the envelope alongside your invitation, but don't. This is still considered rude. Let the wedding invitation be just that: a wedding invitation, not a request for gifts. You might be wondering, then, what's the point of a registry announcement card? You can keep them in your purse and give them to those that ask for it in person (which will definitely happen).

One exception to all this is the [bridal or couple's shower invitation](#). Since that event centers around gift-giving, that is one time where it's polite (and helpful) to include registry information.

See More

- [Obsessed With Your Online Wedding Registry? Here's Why That May Not Be a Bad Thing](#)
- [How to Let People Know About Your Wedding Registry](#)
- [When Should We Create Our Wedding Registry?](#)
- [8 Ways to Avoid Registry Remorse](#)

WATCH: [This Marriage Proposal Will Have You in Tears](#)





THIS BRIDE'S
This Bride's List of
Demands Reads Like a
Parody

Waiting for capture.condenastdigital.com...



Best Registry Resource: Zola

By **Dobrina Zhekova**

Jun 28, 2017 @ 11:00 am



PHOTO BY WWW.KARENRAINIER.COM

One of the problems with online registries is that even though they provide you with the convenience of *not* having to actually visit a store, by the time you're done with your entire registry, you have created five different accounts at five different online retailers and keeping track of every single one of them becomes time-consuming and burdensome.

That's why we love Zola.com. You can register for gifts or experiences such as workout classes, and create personalized cash funds—all in one registry—and they offer free shipping on almost everything on the site. (They only have a delivery surcharge on big, heavy furniture).

VIDEO: Your Go-To Guide to Finding the Right Wedding Gift

Speaking of shipping, another great thing about Zola is that they let you choose when your gift ships. Why is that helpful? If you have planned a particularly big wedding, imagine what your mail box would look like if most gifts were shipped around the same time—worse still is when they all arrive on your honeymoon. You'll get a real-time notification from Zola when the gift is purchased, and then you can decide if you want it shipped ASAP or if you'd rather have it at your door step at a later date.

RELATED: 8 Affordable Registry Gifts That Will Give Your Apartment a Luxe Look

Your guests will also appreciate the group gifting option for big-ticket items because they can contribute as much as they want. It really is a win-win, if you think about it.

Keeping track of who sent you what is pretty easy with a tool that lets you export a list of your guests and their gifts so you can personalize your thank you notes later. Don't forget those!

**Let's Make It
Newsletter-Official**

Get style, beauty, and celebrity
exclusives straight to your inbox.

Email address

SIGN UP

[Privacy Rights](#) [Your Californian Privacy Rights](#)

This is How Many Gifts You Should Register For

By **Jennifer Spector of Zola**

Jul 24, 2017 @ 10:30 am

Each product we feature has been independently selected and reviewed by our editorial team. If you make a purchase using the links included, we may earn commission.



PHOTO BY COURTESY OF ZOLA.COM

Everyone always tells you that building your wedding registry is a blast—and it is. I'm a shopper and it really doesn't get more fun than shopping for gifts for yourself. But once you start adding the kitchen gadgets of your dreams, next

EXHIBIT B



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [FAQ](#) | [Glossary](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)**Trademarks > Trademark Electronic Search System (TESS)**

TESS was last updated on Tue Oct 16 05:21:01 EDT 2018

[TESS HOME](#) | [NEW USER](#) | [STRUCTURED](#) | [FREE FORM](#) | [BROWSE DICT](#) | [SEARCH OG](#) | [BOTTOM](#) | [HELP](#)[Logout](#) Please logout when you are done to release system resources allocated for you.**Record 1 out of 1**[TSDR](#) | [ASSIGN Status](#) | [TTAB Status](#) (Use the "Back" button of the Internet Browser to return to TESS)

ZOLA

Word Mark	ZOLA
Goods and Services	IC 035. US 100 101 102. G & S: Providing an online gift registry service. FIRST USE: 20131002. FIRST USE IN COMMERCE: 20131009
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	86080537
Filing Date	October 2, 2013
Current Basis	1A
Original Filing Basis	1B
Published for Opposition	February 25, 2014
Registration Number	4573734
Registration Date	July 22, 2014
Owner	(REGISTRANT) NEW AMSTERDAM LABS, INC. CORPORATION DELAWARE 120 Walker St, Level 5 New York NEW YORK 10013 (LAST LISTED OWNER) ZOLA, INC. CORPORATION DELAWARE 394 BROADWAY, 3RD FLOOR NEW YORK NEW YORK 10013
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Anita B. Polott
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

[TESS HOME](#) | [NEW USER](#) | [STRUCTURED](#) | [FREE FORM](#) | [BROWSE DICT](#) | [SEARCH OG](#) | [TOP](#) | [HELP](#)[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

United States of America
United States Patent and Trademark Office

ZOLA

Reg. No. 4,573,734

Registered July 22, 2014

Int. Cl.: 35

SERVICE MARK

PRINCIPAL REGISTER

NEW AMSTERDAM LABS, INC. (DELAWARE CORPORATION)
120 WALKER ST, LEVEL 5
NEW YORK, NY 10013

FOR: PROVIDING AN ONLINE GIFT REGISTRY SERVICE, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 10-2-2013; IN COMMERCE 10-9-2013.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 86-080,537, FILED 10-2-2013.

TINA BROWN, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

EXHIBIT C



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [FAQ](#) | [Glossary](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)

Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Tue Oct 16 05:21:01 EDT 2018

[TESS HOME](#) | [NEW USER](#) | [STRUCTURED](#) | [FREE FORM](#) | [BROWSE DICT](#) | [SEARCH OG](#) | [BOTTOM](#) | [HELP](#)

[Logout](#) Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

[TSDR](#) | [ASSIGN Status](#) | [TTAB Status](#) (Use the "Back" button of the Internet Browser to return to TESS)

ZOLA

Word Mark ZOLA

Goods and Services IC 009. US 021 023 026 036 038. G & S: software for creating and managing gift registries; software for users to contribute money to fund gifts and travel for others; software for users to contribute money to fund honeymoons for married couples; software for users to give gifts of money to others; software for users to raise funds for any event, goal, and cause. FIRST USE: 20131002. FIRST USE IN COMMERCE: 20131002

IC 035. US 100 101 102. G & S: gift registry services; online gift registry services; online retail store services featuring a wide variety of consumer goods of others. FIRST USE: 20131002. FIRST USE IN COMMERCE: 20131002

IC 036. US 100 101 102. G & S: providing an interactive website for users to contribute money to fund gifts and travel for others; providing an interactive website for users to contribute money to fund honeymoons for married couples; providing an interactive website for users to give gifts of money to others; providing an interactive website that enables users to raise funds online for events, goals, and causes. FIRST USE: 20131002. FIRST USE IN COMMERCE: 20131002

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 87307497

Filing Date January 19, 2017

Current Basis 1A

Original Filing Basis 1A

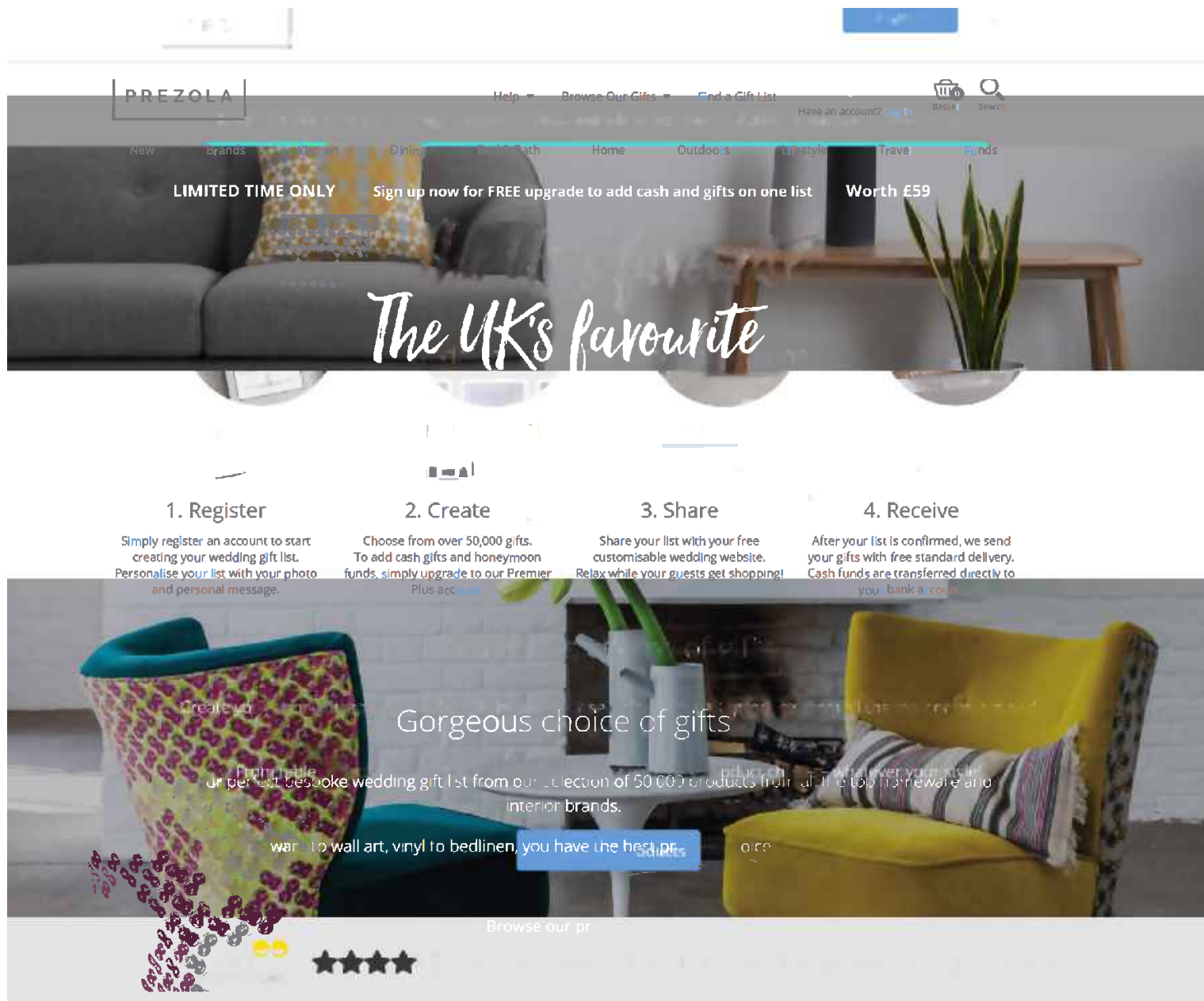
Published for Opposition October 10, 2017

Owner (APPLICANT) Zola Inc. CORPORATION DELAWARE 394 Broadway, 3rd Floor New York NEW YORK 10013

**Attorney
of Record** Anita B. Polott
**Type of
Mark** TRADEMARK, SERVICE MARK
Register PRINCIPAL
**Live/Dead
Indicator** LIVE

[TESS HOME](#)[NEW USER](#)[STRUCTURED](#)[FREE FORM](#)[BROWSE DICT](#)[SEARCH OG](#)[TOP](#)[HELP](#)[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

EXHIBIT D



PREZOLA

Help Browse Our Gifts Find a Gift List Have an account? Log In Basket Search

New Brands Kitchen Dining Bedroom Bath Home Outdoor s Lifestyle Travel Funds

LIMITED TIME ONLY Sign up now for FREE upgrade to add cash and gifts on one list Worth £59

The UK's favourite

- 1. Register**
Simply register an account to start creating your wedding gift list. Personalise your list with your photo and personal message.
- 2. Create**
Choose from over 50,000 gifts. To add cash gifts and honeymoon funds, simply upgrade to our Premier Plus account.
- 3. Share**
Share your list with your free customisable wedding website. Relax while your guests get shopping!
- 4. Receive**
After your list is confirmed, we send your gifts with free standard delivery. Cash funds are transferred directly to your bank account.

Gorgeous choice of gifts

Our perfect bespoke wedding gift list from our collection of 50,000 products from all the top homeware and interior brands.

From wall art, vinyl to bedlinen, you have the best price.

Browse our products

feefo
The Global Feedback Engine

★ 4.5/5 service satisfaction based on **9633** customer reviews

We're the UK's favourite for a reason

Choose gorgeous gifts from 500 top homeware brands and have a commission-free honeymoon fund all on one list. Guests can buy gifts online with free standard delivery, plus you receive a free customisable wedding website.



Easy

Guests can buy gifts online or over the phone with our friendly Customer Service team.



Flexible

Discreetly ask for a no-ties honeymoon fund or donations to any charity with cash and gifts all on one list.



Choice

All of your favourite brands in one place. Over 50,000 gifts from 500 brands, carefully selected by experts.



Trusted

We've been awarded Most Trusted Gift List with thousands of five star reviews from couples and



Value

There's no commission, no fees and no hidden costs. 100% of cash funds come to you plus free



Free Website

Beautiful designs. Manage your guest communications and gift list with your

guests on Feefo.

standard delivery for gifts.

customisable responsive wedding website.

Our happy customers

Join the thousands of happy couples who have used our award-winning wedding gift list and honeymoon fund.



[Sign up now](#)

Some of our brands



EXHIBIT E

PREZOLA

Help

Browse Our Gifts

Find a Gift List

Have an account? [Log In](#)

Basket

Search

[New](#)[Brands](#)[Kitchen](#)[Dining](#)[Bed & Bath](#)[Home](#)[Outdoors](#)[Lifestyle](#)[Travel](#)[Funds](#)

Delivery options

Your delivery

Within just 4 weeks of confirming your final order, you'll be able to request immediate delivery of your gifts. Any longer lead time items will be sent in a free follow-up delivery. You will be able to book a delivery date in [My Account](#). We offer a free standard delivery service which is available Monday to Friday within the UK, Channel Islands and the Republic of Ireland

Delivery charges

UK & Channel Islands, Northern & Republic of Ireland

Free Standard Delivery

All day weekday slot

Free**Premium Delivery**

Guaranteed by 10am with your 1 hour delivery slot confirmed by SMS

Free

Not available to Highlands and Islands

Saturday Delivery

Guaranteed by 10am with your 1 hour delivery slot confirmed by SMS

£36

Not available to Highlands and Islands

Zone 1

Belgium, Netherlands, Luxembourg, Germany

£79**Zone 2**

France, Denmark, Italy

£99**Zone 3**

Spain, Portugal, Austria

£169

If you're unsure about which delivery service is right for you, please [contact us](#) to discuss your options. We aim to send all of your gifts in one delivery, however split deliveries are available for a small fee.

If no one is available at your address to take the delivery, we will leave a note to say the gifts will be returned to our premises and to [contact us](#) to rearrange delivery. In case of an unsuccessful delivery due to poor instructions or no answer then we can store the gifts until future attempts are made and costs of storage and insurance may apply. Any subsequent delivery attempts may incur additional charges.

Gifts will be your responsibility from the completion of delivery. Any large items included in your list may be delivered to you direct from the item's supplier.

Our service commitment is to contact you within 28 days of you confirming your list to organise your delivery. If your gifts have not been received within this time and you have not chosen gifts with longer lead times, we will liaise with you to offer alternative options.

International delivery

Unfortunately we're unable to deliver outside of the Mainland European zones detailed above without prior arrangement. Please [contact us](#) to discuss deliveries outside of these zones. Find out more about [our delivery policy](#)

PREZOLA

© 2018 Prezola Ltd

About Prezola[About Us](#)[Awards](#)[How Prezola Works](#)[Manage Your List](#)[FAQs](#)**Our Policies**[Terms & Conditions](#)[Privacy Policy](#)[Returns & Exchanges](#)[Delivery Options](#)**Customer Service**hello@prezola.com

(0) 800 488 0082

[Contact Us](#)[Our Affiliate Program](#)**Follow Us**[Twitter](#)[Facebook](#)[Pinterest](#)[Instagram](#)

[Brand Partners](#)
[Customer Reviews](#)
[Tips & Advice](#)
[Gift List Inspiration](#)
[Press Coverage](#)
[Work For Prezola](#)



EXHIBIT F

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451
General Contact Number: 571-272-8500

Brian W. LaCorte
Ballard Spahr LLP
1 East Washington Street, Suite 2300
Phoenix, AZ 85004-2555

October 30, 2017

Serial No.: **87307497**

ESTTA TRACKING NO: ESTTA855249

The request to extend time to oppose is granted until **2/7/2018** on behalf of potential opposer **Prezola Ltd.**

Please do not hesitate to contact the Trademark Trial and Appeal Board at (571)272-8500 if you have any questions relating to this extension.

EXHIBIT G

MOSER TABOADA

ATTORNEYS AT LAW

CHARLES P. GUARINO
CGUARINO@MTIPLAW.COM
DIRECT DIAL: 732.945.9488

November 21, 2017

**VIA FEDEX AND
FIRST-CLASS MAIL**

Ms. Shan-Lyn Ma
Chief Executive Officer
Zola Inc.
150 Broadway, 19th Floor
New York, NY 10038

Re.: Infringement of Prezola Limited's Intellectual Property Rights
U.S. Serial No. 87/307,497 and U.S. Reg. No. 4,573,734
MT File No. PRZGEN

Dear Ms. Ma,

We are counsel to Prezola Limited ("Prezola") in connection with its intellectual property matters, including trademark and unfair competition rights.

As you are undoubtedly aware, Prezola is a wedding gift and honeymoon fund registry service founded in 2011. Since that date, Prezola has expended significant resources to promote the goods and services offered under its PREZOLA mark, which has since become well-known in the wedding industry worldwide. While Prezola is itself based in the United Kingdom, it provides its services to clients throughout the world, including the United States.

Our client respects the intellectual property assets of others, and as such, is committed to vigilantly overseeing its own intellectual property rights. In this context, Prezola has become aware of your trademark registration and pending trademark application for the mark ZOLA, as referenced above.

Prezola believes that your company's ZOLA mark is substantially similar in appearance, sound, and connotation to our client's PREZOLA trademark. Further, your registration and pending application list goods and services that overlap with the goods and services offered under our client's PREZOLA trademark. Consequently, Prezola is concerned that such similarity may create confusion, deception, mistake, and/or dilution with its trademarks, and may damage their associated goodwill within the United States marketplace. Prezola is further concerned that your use of the ZOLA mark may cause consumers encountering that mark to inaccurately conclude that the goods and services

Ms. Shan-Lyn Ma
Zola Inc.
November 21, 2017

emanate from Prezola, or are otherwise affiliated with Prezola and its well-known wedding gift and honeymoon fund registry services.

Prezola is fully prepared to oppose your pending application and to petition to cancel your existing registration, to the extent that they conflict with our client's prior and superior common law trademark rights within the United States.

Our client recognizes, however, that it benefits neither party to enter into formal legal proceedings unnecessarily, and therefore asks that Zola agree to:

1. Disclose all trademark applications and registrations incorporating the term ZOLA;
2. Withdraw or abandon all trademark applications and registrations incorporating the term ZOLA;
3. Undertake not to file further applications for any mark identical or similar to our client's PREZOLA mark;
4. Cease any and all use of marks incorporating the term ZOLA; and,
5. Undertake not to use any mark identical or similar to any mark owned by Prezola.

Please note that Prezola has obtained an extension of time to oppose your pending trademark application. In light of this, please let us have your thoughts on the above points at your earliest convenience.

The foregoing is not meant to be either an exhaustive statement of the facts, or of Prezola's legal position in this matter, and shall not waive or prejudice any rights or remedies that Prezola may have in connection with the subject matter hereof, all of which are hereby expressly reserved.

We are hopeful that the parties can resolve this matter amicably, and await your response.

Yours very truly,



Charles P. Guarino

EXHIBIT H



Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street, NW | Washington, DC 20036-3006 | tel 202.663.8000 | fax 202.663.8007

November 28, 2017

Patrick J. Jennings
Phone: 202.663.8918
patrick.jennings@pillsburylaw.com

For Settlement Purposes Only
Subject to F.R.E. 408

VIA FEDEX AND E-MAIL

Chris P. Guarino, Esq.
Moser Taboada
1040 Broad St.
Shrewsbury, NJ 07702

Re: Prezola Trademark Matter
Our Ref. 023280-0000001

Dear Mr. Guarino:

We represent Zola, Inc. ("Zola") in connection with corporate and intellectual property matters.

We have reviewed the November 21, 2017 letter you sent to Zola's CEO and we reject all of the claims and contentions therein.

Zola has been using its registered ZOLA trademark (Reg. No. 4,573,734) in commerce in the United States in connection with an online wedding registry since at least as early as October 2, 2013. Zola believes that its rights in the ZOLA mark predate any rights your client, Prezola Limited ("Prezola"), could establish in the PREZOLA mark in the United States. Your client's use of the PREZOLA mark in the United Kingdom does not give rise to any trademark rights or any goodwill in the United States. Likewise, your client's use of the PREZOLA mark on the prezola.com Web site does not give rise to any trademark rights in the United States – especially as we have not seen any evidence indicating that people in the United States are aware of your client, that your client has achieved any market penetration in the United States, or that anyone in the United States citizens has used your client's services.

Your client does not appear to be doing business outside of Europe and is primarily focused on consumers in the United Kingdom. The various terms, conditions, and policies on your client's own Web site make this quite clear. Paragraph 12.1 of



Page 2 November 28, 2017

Prezola's "Terms & Conditions for Gift Purchases" states that "[u]nfortunately, we do not deliver to addresses outside the Mainland Europe." Paragraph 12.2 of its "Terms & Conditions for Gift Purchases" states that "[y]ou may place an order for Gifts from outside the UK, but this order must be for delivery to an address in the UK unless by prior arrangement." Prezola's "Terms & Conditions for Website Use" state that any dispute arising from prezola.com will be governed by the laws of England and Wales. Its privacy policy makes multiple references to a number of United Kingdom laws and statutes, including the Data Protection Act of 1998 and the UK Companies Act of 2006, among others. All prices on prezola.com are in pounds sterling. And the site indicates that PREZOLA is a registered trademark in the United Kingdom (though our diligence indicates that the mark has also been registered in the European Union).

These facts indicate that your client conducts most, if not all, of its business in the United Kingdom, with perhaps a nominal amount of business on continental Europe. We have seen no evidence that Prezola has any presence in the United States or that any appreciable number of United States consumers would know and recognize your client or its services – both of which would be significant hurdles to establishing any common law trademark rights in the United States. In over four years of doing business in the United States, Zola's only knowledge of your client stems from the fact that at times your client has been copying portions of the zola.com Web site.

Zola rejects the accusations that its ZOLA mark is likely to cause confusion with the PREZOLA mark, that consumers would mistake the two marks, or that there would be any dilution. No consumer in the United States is likely to confuse the source of the goods and services provided under the two marks or conclude that Zola has any connection with your client. For these reasons, Zola will not agree to any of the demands in your letter. Zola will not abandon its pending application for the ZOLA mark (Serial No. 87/307,497) or its existing registration for the ZOLA mark. Zola will not agree to refrain from filing future applications to register its ZOLA mark. And Zola will not stop using the ZOLA mark, which has been in continuous use in commerce in the United States for more than four years. We now consider this matter to have been resolved.



Page 3 November 28, 2017

Zola reserves all of its rights in connection with this matter and the foregoing is not an exhaustive list of arguments or defenses. Zola respects the intellectual property rights of third parties, but will defend itself vigorously when necessary, including but not limited to contesting any proceedings filed with the Trademark Trial and Appeal Board ("TTAB") or taking action outside of the TTAB to address your client's baseless claims.

Sincerely,

A handwritten signature in black ink, appearing to be "PJ Jennings", with a large, stylized "S" or "J" flourish at the end.

Patrick J. Jennings

EXHIBIT I

Trademark Trial and Appeal Board Electronic Filing System. <http://estta.uspto.gov>ESTTA Tracking number: **ESTTA863087**Filing date: **12/06/2017**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**Notice of Opposition**

Notice is hereby given that the following party opposes registration of the indicated application.

Opposer Information

Name	Prezola Ltd
Granted to Date of previous extension	02/07/2018
Address	Woodlands Industrial Estate Eden Vale Road Westbury, Wiltshire, BA13 3QS UNITED KINGDOM
Attorney information	Charles P. Guarino Moser Taboada 1030 Broad Street Suite 203 Shrewsbury, NJ 07702 UNITED STATES Email: docketing@mtiplaw.com , cguarino@mtiplaw.com Phone: 732-945-9498

Applicant Information

Application No	87307497	Publication date	10/10/2017
Opposition Filing Date	12/06/2017	Opposition Period Ends	02/07/2018
Applicant	Zola Inc. 394 Broadway, 3rd Floor New York, NY 10013 UNITED STATES		

Goods/Services Affected by Opposition

Class 009. First Use: 2013/10/02 First Use In Commerce: 2013/10/02 All goods and services in the class are opposed, namely: software for creating and managing giftregistries; software for users to contribute money to fund gifts and travel for others; software for users to contribute money to fund honeymoons for married couples; software for users to give gifts of money to others; software for users to raise funds for any event, goal, and cause
Class 035. First Use: 2013/10/02 First Use In Commerce: 2013/10/02 All goods and services in the class are opposed, namely: gift registry services; online gift registry services; online retail store services featuring a wide variety of consumer goods of others
Class 036. First Use: 2013/10/02 First Use In Commerce: 2013/10/02 All goods and services in the class are opposed, namely: providing an interactive website for users to contribute money to fund gifts and travel for others; providing an interactive website for users to contribute money to fund honeymoons for married couples; providing an interactive website for users to give gifts of money to others; providing an interactive website that enables users to raise funds online for events, goals, and causes

Grounds for Opposition

Priority and likelihood of confusion	Trademark Act Section 2(d)
--------------------------------------	----------------------------

Mark Cited by Opposer as Basis for Opposition

U.S. Application/ Registration No.	NONE	Application Date	NONE
Registration Date	NONE		
Word Mark	PREZOLA		
Goods/Services	online wedding gift buying and wedding gift registry services		

Related Proceedings	Cancellation proceeding against U.S. Reg. No. 4,573,734, filed December 6, 2017.
---------------------	--

Attachments	Notice of Opposition - ZOLA.pdf(94633 bytes)
-------------	---

Signature	/Charles P. Guarino/
Name	Charles P. Guarino
Date	12/06/2017

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

-----X

PREZOLA LIMITED,

Opposer,

v.

ZOLA, INC.,

Applicant.

Opposition No.: _____

Mark:	ZOLA
U.S. Serial No.	87/307,497
Filing Date:	January 19, 2017

-----X

**NOTICE OF OPPOSITION
PURSUANT TO 15 U.S.C. § 1063**

Opposer, Prezola Limited (“Prezola” or “Opposer”), with an address of Prezola House, Woodlands Industrial Estate, Eden Vale Road, Westbury, Wiltshire, United Kingdom BA13 3QS, believes it will be damaged by registration of the mark shown in U.S. Trademark Application Serial No. 87/307,497 (the “Opposed Application”) owned by Zola, Inc. The Opposed Application published for opposition on October 10, 2017. Prezola, a corporation organized and existing under the laws of the United Kingdom, opposes the registration of this mark pursuant to 15 U.S.C. §1063 (Lanham Act § 13).

As grounds of opposition, Opposer, by its attorneys, alleges that:

1. Prezola is a leading worldwide provider of online wedding gift buying and wedding gift registry services, and markets and offers its online wedding gift buying services to consumers

throughout the world, including the United States, under both common law and registered trademarks.

2. Upon information and belief, Zola, Inc. (“Zola” or “Applicant”) is a corporation organized and existing under the laws of Delaware with its principal place of business at 150 Broadway, 19th Floor, New York, NY 10038.

3. Zola is listed in the U.S. Patent and Trademark Office (“US-PTO”) records as the current record owner of U.S. Trademark Application Serial No. 87/307,497, for the mark ZOLA in International Classes 9, 35, and 36 (the “Opposed Application”).

4. The filing date of the Opposed Application is January 19, 2017.

5. The Opposed Application is based upon an alleged first use of the Opposed Mark both anywhere and in U.S. commerce as of October 2, 2013.

6. Since at least as early as 2012, well prior to any date upon which Applicant can rely, Prezola has continuously used its PREZOLA mark worldwide, including in United States commerce, in connection with providing its well-known online wedding gift buying and gift registry service.

7. By reason of Prezola’s extensive sales, promotion, and advertising of services bearing its PREZOLA mark, and the high quality of such services, valuable goodwill has been established in Opposer’s PREZOLA mark, such that members of the public recognize and understand that services bearing the PREZOLA mark originate with the Opposer.

8. As set forth above, Prezola’s continuous use in United States commerce of its PREZOLA mark provides Prezola with common law rights to the PREZOLA mark prior and superior to those within the Opposed Application.

9. The Opposed Application, consisting of the term ZOLA, is highly similar in appearance, sound, and commercial impression to Opposer's PREZOLA mark.

10. The terms PREZOLA and ZOLA are not terms of art, nor do they have any significance or meaning within the wedding gift buying and wedding gift registry industry.

11. The goods and services covered by the Opposed Application are closely related to the services with which Prezola has used and continues to use its PREZOLA mark.

12. By incorporating the dominant portion of Prezola's PREZOLA mark into its ZOLA mark, the Opposed Application creates confusion with Opposer's mark.

13. Based on the similarities of the marks and the corresponding goods and services, consumers are likely to confuse or associate the goods and services offered by Applicant under the Opposed Application with Prezola and the services it offers under its PREZOLA mark, or to believe that such goods and services are offered, sponsored, endorsed, or licensed by Prezola, or that there is some relationship between the Applicant and Prezola.

14. For the above reasons, the registration of the Opposed Application is likely to cause confusion or mistake, or to deceive the purchasing public into mistakenly believing that the services described therein originate from, come from, or are otherwise associated with Opposer's services, in violation of Section 2(d) of the Lanham Act.

15. If Applicant were permitted to register the Opposed Application, it would cause damage and injury to Prezola's business reputation and would injure and impair Opposer's rights in its PREZOLA mark, because said registration would be likely to cause confusion or mistake, or to deceive by creating the erroneous impression that the Applicant's goods and services originate with the Opposer, or from the same source as Opposer's services, or that Applicant's goods and

services are authorized, licensed, endorsed by, or connected in some way with Opposer or its services.

16. If Applicant were granted registration of the Opposed Application, it would thereby obtain, at least, the *prima facie* exclusive right to use the ZOLA mark in connection with the applied-for goods and services. Such registration would thus be a source of damage and injury to Opposer, and would be inconsistent with Opposer's rights in its PREZOLA mark.

17. By reason of the foregoing, Prezola shall be damaged by the registration of the Opposed Application.

WHEREFORE, Opposer prays that this Opposition be sustained, that the Opposed Application be rejected, and that registration of same be refused and denied in all respects.

Dated: December 6, 2017

Respectfully submitted,

/Charles P. Guarino/
Charles P. Guarino, Esq.
MOSER TABOADA
1030 Broad Street, Suite 203
Shrewsbury, New Jersey 07702
Telephone: 732-945-9498
Email: cguarino@mtiplaw.com
Attorneys for Opposer Prezola Limited

Trademark Trial and Appeal Board Electronic Filing System. <http://estta.uspto.gov>ESTTA Tracking number: **ESTTA863089**Filing date: **12/06/2017**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**Petition for Cancellation**

Notice is hereby given that the following party has filed a petition to cancel the registration indicated below.

Petitioner Information

Name	Prezola Limited		
Entity	Limited Liability Company	Citizenship	UNITED KINGDOM
Address	Woodlands Industrial Estate Eden Vale Road Westbury, Wiltshire, BA13 3QS UNITED KINGDOM		

Attorney information	Charles P. Guarino Moser Taboada 1030 Broad Street Suite 203 Shrewsbury, NJ 07702 UNITED STATES Email: docketing@mtiplaw.com , cguarino@mtiplaw.com Phone: 732-945-9498
----------------------	---

Registration Subject to Cancellation

Registration No.	4573734	Registration date	07/22/2014
Registrant	ZOLA, INC. 394 BROADWAY, 3RD FLOOR NEW YORK, NY 10013 UNITED STATES		

Additional Registrant Information

Additional registrant information provided by the petitioner	Zola, Inc. 150 Broadway 19th Floor New York, NY 10038 UNITED STATES
--	---

Goods/Services Subject to Cancellation

Class 035. First Use: 2013/10/02 First Use In Commerce: 2013/10/09
All goods and services in the class are subject to cancellation, namely: Providing an online gift registry service

Grounds for Cancellation

Priority and likelihood of confusion	Trademark Act Sections 14(1) and 2(d)
Related Proceedings	Opposition proceeding against U.S. Serial No. 87/307,497, filed December 6, 2017.

Mark Cited by Petitioner as Basis for Cancellation

U.S. Application/ Registration No.	NONE	Application Date	NONE
Registration Date	NONE		
Word Mark	PREZOLA		
Goods/Services	online wedding gift buying and wedding gift registry services		

Attachments	Petition to Cancel - ZOLA.pdf(79294 bytes)
-------------	---

Signature	/Charles P. Guarino/
Name	Charles P. Guarino
Date	12/06/2017

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

-----X

PREZOLA LIMITED,

Petitioner,

v.

ZOLA, INC.,

Registrant.

Cancellation No.: _____

Mark: ZOLA
Reg. No. 4,573,734
Registered: July 22, 2014

-----X

PETITION TO CANCEL

Petitioner, Prezola Limited (“Prezola” or “Petitioner”), with an address of Prezola House, Woodlands Industrial Estate, Eden Vale Road, Westbury, Wiltshire, United Kingdom BA13 3QS, believes it will be damaged by the continued registration of U.S. Trademark Registration No. 4,573,734 for the mark ZOLA, and hereby petitions for the cancellation of same.

As grounds for its Petition to Cancel, Petitioner, by its attorneys, alleges that:

1. Prezola is a leading worldwide provider of online wedding gift buying and wedding gift registry services, and markets and offers its online wedding gift buying services to consumers throughout the world, including the United States, under both common law and registered trademarks.

2. Upon information and belief, Zola, Inc. (“Zola” or “Registrant”) is a corporation organized and existing under the laws of Delaware with its principal place of business at 150 Broadway, 19th Floor, New York, NY 10038.

3. Zola is listed in the U.S. Patent and Trademark Office (“US-PTO”) records as the current record owner of U.S. Trademark Registration No. 4,573,734, issued on July 22, 2014, for the mark ZOLA for “providing an online gift registry service” in International Class 35 (the “Zola Registration”).

4. Since at least as early as 2012, well prior to any date upon which Registrant can rely, Prezola has continuously used its PREZOLA mark worldwide, including in United States commerce, in connection with providing its well-known online wedding gift buying and wedding gift registry service.

5. By reason of Prezola’s extensive sales, promotion, and advertising of services bearing its PREZOLA mark, and the high quality of such services, valuable goodwill has been established in Petitioner’s PREZOLA mark, such that members of the public recognize and understand that services bearing the PREZOLA mark originate with the Petitioner.

6. As set forth above, Prezola’s continuous use in United States commerce of its PREZOLA mark provides Prezola with common law rights to the PREZOLA mark prior and superior to those within the Zola Registration.

7. The Zola Registration, consisting of the term ZOLA, is highly similar in appearance, sound, and commercial impression to Petitioner’s PREZOLA mark.

8. The terms PREZOLA and ZOLA are not terms of art, nor do they have any significance or meaning within the wedding gift buying and wedding gift registry industry.

9. The services covered by the Zola Registration are closely related to the services with which Prezola has used and continues to use its PREZOLA mark.

10. By incorporating the dominant portion of Prezola’s PREZOLA mark into its ZOLA mark, the Zola Registration creates confusion with Petitioner’s mark.

11. Based on the similarities of the marks and the corresponding services, consumers are likely to confuse or associate the services offered by Registrant under the Zola Registration with Prezola and the services it offers under its PREZOLA mark, or to believe that such services are offered, sponsored, endorsed, or licensed by Prezola, or that there is some relationship between the Registrant and Prezola.

12. For the above reasons, the continued registration of the Zola Registration is likely to cause confusion or mistake, or to deceive the purchasing public into mistakenly believing that the services described therein originate from, come from, or are otherwise associated with Petitioner's services, in violation of Section 2(d) of the Lanham Act.

13. By reason of the foregoing, Prezola shall be damaged by the continued registration of the Zola Registration.

WHEREFORE, it is respectfully requested that this petition to cancel be sustained and that U.S. Trademark Registration No. 4,573,734 be cancelled.

Dated: December 6, 2017

Respectfully submitted,

/Charles P. Guarino/
Charles P. Guarino, Esq.
MOSER TABOADA
1030 Broad Street, Suite 203
Shrewsbury, New Jersey 07702
Telephone: 732-945-9498
Email: cguarino@mtiplaw.com
Attorneys for Petitioner Prezola Limited

EXHIBIT J

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451
General Contact Number: 571-272-8500

JK

Mailed: June 3, 2018

Opposition No. 91238235 (Parent Case)
Cancellation No. 92067549

Prezola Limited

v.

Zola Inc.

By the Board:

Consolidation

When cases involving common questions of law or fact are pending before the Board, the Board may order consolidation of the cases. *See* Fed. R. Civ. P. 42(a); *Regatta Sport Ltd. v. Telux-Pioneer Inc.*, 20 USPQ2d 1154 (TTAB 1991); and *Estate of Biro v. Bic Corp.*, 18 USPQ2d 1382 (TTAB 1991). In determining whether to consolidate proceedings, the Board will weigh the savings in time, effort, and expense which may be gained from consolidation, against any prejudice or inconvenience which may be caused thereby.

Consolidation is discretionary with the Board, and may be ordered upon motion granted by the Board, or upon stipulation of the parties approved by the Board, or upon the Board's own initiative. *See, e.g., Hilson Research Inc. v. Society for Human Resource Management*, 27 USPQ2d 1423 (TTAB 1993).

Opposition No. 91238235 (parent case); Cancellation No. 92067549

The parties to these proceedings are identical, and the issues are highly similar and related. Accordingly, Opposition No. 91238235 and Cancellation No. 92067549 are hereby consolidated and may be presented on the same record and briefs. *See Hilson Research Inc. v. Society for Human Resource Management, supra*; and *Helene Curtis Industries Inc. v. Suave Shoe Corp.*, 13 USPQ2d 1618 (TTAB 1989).

The Board file will be maintained in Opposition No. **91238235** as the “parent case.” From this point on, only a single copy of all motions and submissions should be filed, and each submission shall be filed in the parent case only, and shall caption all consolidated proceeding numbers, listing and identifying the “parent case” first (as the Board has done in the caption to this order).¹

Despite being consolidated, each proceeding retains its separate character and requires entry of a separate judgment. The decision on the consolidated cases shall take into account any differences in the issues raised by the respective pleadings; a copy of the decision shall be placed in each proceeding file.

Applicant/Respondent’s Default

Applicant/Respondent did not file a timely answer in either proceeding. In Opposition No. 91238235, the Board issued a notice of default to Applicant/Respondent on January 26, 2018, and Applicant/Respondent filed in response, on February 2, 2018, a motion to set aside the notice of default. The motion is fully briefed. In Cancellation No. 92067549, Applicant/Respondent filed a motion to accept its late answer, as well

¹ The parties should promptly inform the Board of any other Board proceedings or related cases within the meaning of Fed. R. Civ. P. 42, so that the Board can consider whether further consolidation is appropriate.

Opposition No. 91238235 (parent case); Cancellation No. 92067549

as its answer, nine days after its answer was due, and that motion is also fully briefed.²

Accordingly, both proceedings are before the Board for resolution of Applicant/Respondent's respective motions, which present the issue of its default for failure to file a timely answer.

The standard for determining whether default judgment should be entered for failure to timely answer is the Fed. R. Civ. P. 55(c) standard, namely, whether a defendant has shown good cause why judgment by default should not be entered against it. TBMP §§ 312.01 and 508 (June 2017). As a general rule, good cause to set aside a defendant's default will be found where the defendant's delay has not been willful or in bad faith, when prejudice to the plaintiff is lacking, and where the defendant has a meritorious defense to the action. *Fred Hayman Beverly Hills, Inc. v. Jacques Bernier, Inc.*, 21 USPQ2d 1556, 1557 (TTAB 1991). The Board is mindful that it is the policy of the law, and the preference of the Board, where appropriate, to decide cases on their merits rather than by default. TBMP § 312.02. The Board is reluctant to enter a default judgment for failure to file a timely answer, and resolves any doubt on the matter in favor of the defendant. If a defendant files a showing of good cause in response to a motion by plaintiff for default judgment, or in support of its own motion asking that its late-filed answer be accepted, default judgment will not be entered against it. *Id.*

² In both proceedings, the May 17, 2018 appearances of counsel, namely, the firm of Morgan, Lewis and Bockius LLP, and corresponding change of correspondence address for Applicant/Respondent, are noted and are of record.

Opposition No. 91238235 (parent case); Cancellation No. 92067549

In Opposition No. 91238235, Applicant/Respondent states, *inter alia*, that it needed time to consider the issues raised in the opposition and to transition to and discuss the matter with new counsel, that its late answer will not substantially prejudice Opposer/Petitioner, and that it has meritorious defenses to the claims and wishes to contest the opposition. For its part, Opposer/Petitioner states, *inter alia*, that given Applicant/Respondent's appointment of new counsel in the opposed application, it was fully aware of the existence of the proceeding well in advance of the deadline to file the answer, that nevertheless Applicant/Respondent willfully and neglectfully persisted in delaying, that as early as November 28, 2017, Applicant/Respondent and its counsel were fully aware of Opposer/Petitioner's intention to file the proceedings, and that the failure to timely respond may be seen as gross neglect.

In Cancellation No. 92067549, Applicant/Respondent states, in addition to the points made in the opposition, that it did not receive the service copy of the petition to cancel which was apparently sent to an old address. In response, Opposer/Petitioner states, *inter alia*, that Applicant/Respondent was fully aware of both of these proceedings, but neglectfully delayed. Specifically, it asserts that it duly notified the Board of Respondent's changed address on the "Additional Registrant Information" block on the ESTTA petition to cancel form, and that Applicant/Respondent's current counsel appointed itself in the opposed application.

The Board finds that the record in neither proceeding reflects that the failure to file an answer by the due date was willful or in bad faith. The records also do not

Opposition No. 91238235 (parent case); Cancellation No. 92067549

indicate that the delay caused by Applicant/Respondent's failure to answer and default has been intentional or purposeful. In explaining its failure to file a timely answer, Applicant/Respondent's explanation suggests inattentiveness, and the requisite diligence on Applicant/Respondent's part would have avoided the consequent delay, as well as the expenditure of resources to address Applicant/Respondent's default by way of motions practice. Nonetheless, the records do not indicate that Applicant/Respondent's failure to act with more attentiveness to these proceedings rose to the level of willfulness or gross neglect.

Regarding prejudice, no actual prejudice to Opposer/Petitioner's ability to proceed with and put on its case in these proceedings is apparent from the record. No specific prejudice to Opposer/Petitioner is apparent from allowing the late-filed answers and having the parties move ahead with discovery

Applicant/Respondent's answers, although late, substantively indicate that it intends to assert and prepare a meritorious defense to the allegations. It has denied the salient allegations in the complaints (§§ 6 through 17 in the opposition; §§ 4 through 13 in the cancellation).

Finally, as noted above, the Board is reluctant to enter default judgment for failure to file a timely answer, and tends to resolve any doubt on the matter in favor of the defendant. TBMP § 312.02.

Having considered all of the arguments and circumstances of record, the Board finds that Applicant/Respondent has demonstrated the requisite good cause to set

Opposition No. 91238235 (parent case); Cancellation No. 92067549

aside its default for failure to timely file an answer in each of the proceedings. Accordingly, in each proceeding Applicant/Respondent's default is set aside, and judgment will not be entered against it on the basis of its failure to answer. In the opposition, Applicant/Respondent's motion to set aside the notice of default is granted, and its late answer filed February 2, 2018 is its operative pleading therein. In the cancellation, Applicant/Respondent's motion to accept its late answer is granted, and its late answer filed February 1, 2018 is its operative pleading therein.³

Resumption and Schedule

Proceedings deemed suspended as of the filing of Applicant/Respondent's motion to set aside default and motion to accept late answer. Proceedings are resumed in the consolidated proceedings, and conference, initial disclosure, discovery and trial dates are reset as follows:

Deadline for Discovery Conference	7/2/2018
Discovery Opens	7/2/2018
Initial Disclosures Due	8/1/2018
Expert Disclosures Due	11/29/2018
Discovery Closes	12/29/2018
Plaintiff's Pretrial Disclosures Due	2/12/2019
Plaintiff's 30-day Trial Period Ends	3/29/2019
Defendant's Pretrial Disclosures Due	4/13/2019
Defendant's 30-day Trial Period Ends	5/28/2019
Plaintiff's Rebuttal Disclosures Due	6/12/2019
Plaintiff's 15-day Rebuttal Period Ends	7/12/2019
Plaintiff's Opening Brief Due	9/10/2019

³ Notwithstanding the ruling herein, Applicant/Respondent is advised that any further delay that is singularly occasioned by it may not be found by the Board to be entitled to the liberal treatment accorded in resolving the issue of default for failure to answer. Moreover, it is the responsibility of each party to a proceeding before the Board to ensure that the Board has its current correspondence address, including an email address. TBMP § 117.07.

Opposition No. 91238235 (parent case); Cancellation No. 92067549

Defendant's Brief Due	10/10/2019
Plaintiff's Reply Brief Due	10/25/2019
Request for Oral Hearing (optional) Due	11/4/2019

Generally, the Federal Rules of Evidence, Federal Rules of Civil Procedure and Trademark Rules of Practice apply to Board trials. Trial testimony is taken and introduced out of the presence of the Board during the assigned testimony periods. The parties may stipulate to a wide variety of matters, and many requirements relevant to the trial phase of Board proceedings are set forth in Trademark Rules 2.121 through 2.125. These include pretrial disclosures, matters in evidence, the manner and timing of taking testimony, and the procedures for submitting and serving testimony and other evidence, including affidavits, declarations, deposition transcripts and stipulated evidence. Trial briefs shall be submitted in accordance with Trademark Rules 2.128(a) and (b). Oral argument at final hearing will be scheduled only upon the timely submission of a separate notice as allowed by Trademark Rule 2.129(a).

Generally, the Federal Rules of Evidence apply to Board trials. Trial testimony is taken and introduced out of the presence of the Board during the assigned testimony periods. The parties may stipulate to a wide variety of matters, and many requirements relevant to the trial phase of Board proceedings are set forth in Trademark Rules 2.121 through 2.125. These include pretrial disclosures, matters in evidence, the manner and timing of taking testimony, and the procedures for submitting and serving testimony and other evidence, including affidavits, declarations, deposition transcripts and stipulated evidence. Trial briefs shall be submitted in accordance

Opposition No. 91238235 (parent case); Cancellation No. 92067549

with Trademark Rules 2.128(a) and (b). Oral argument at final hearing will be scheduled only upon the timely submission of a separate notice as allowed by Trademark Rule 2.129(a).

EXHIBIT K



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [FAQ](#) | [Glossary](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)

Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Tue Oct 16 05:21:01 EDT 2018

[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [BROWSE DICT](#) [SEARCH OG](#) [BOTTOM](#) [HELP](#)

[Logout](#) Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

[TSDR](#) [ASSIGN Status](#) [TTAB Status](#) (Use the "Back" button of the Internet Browser to return to TESS)

PREZOLA

Word Mark PREZOLA

Goods and Services IC 035. US 100 101 102. G & S: Online gift registry services; online retail store services featuring a wide variety of consumer goods of others. FIRST USE: 20110914. FIRST USE IN COMMERCE: 20120526

IC 036. US 100 101 102. G & S: Providing an interactive website for users to contribute money to fund gifts and travel for others; providing an interactive website for users to give monetary gifts to others; providing an interactive website for users to raise funds for events. FIRST USE: 20110914. FIRST USE IN COMMERCE: 20120526

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 87774221

Filing Date January 29, 2018

Current Basis 1A

Original Filing Basis 1A

Owner (APPLICANT) Prezola Limited limited company (Ltd.) UNITED KINGDOM Prezola House Woodlands Ind. Estate, Eden Vale Road Westbury UNITED KINGDOM BA133QS

Attorney of Record Alan Taboada

Type of Mark SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator LIVE

TESS HOME

NEW USER

STRUCTURED

FREE FORM

BROWSE DICT


SEARCH OG

TOP

HELP

[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

EXHIBIT L


ZOLA

[REGISTRY](#)
[WEBSITE](#)
[INVITES + PAPER](#)
[PLANNING](#)

[HELP](#)
[LOG IN](#)

[Now Arrivals](#)
[Starter Collections](#)
[Brands](#)
[Kitchen](#)
[Tabletop](#)
[Bed & Bath](#)
[Furniture](#)
[Home](#)
[Weekend](#)
[Experiences](#)
[Cash Funds](#)

The Easiest Wedding Registry

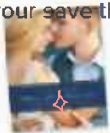
and so much more

Thousands of gifts, experiences, and cash funds, plus a free suite of wedding planning tools all in one place.

START YOUR REGISTRY

Wedding Planning and Registry Made Easy


Manage your save the dates and wedding invitations, wedding website, registry, checklist, and guest list manager, all in one place... all for free.



INVITES + PAPER

Create save the dates and wedding invitations that'll make your guests excited to celebrate.

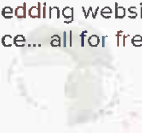
[LEARN MORE](#)



WEDDING WEBSITES

Share all of your wedding details with a beautiful, easy-to-edit design.

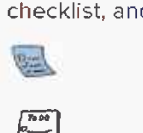
[BROWSE DESIGNS](#)



ZOLA REGISTRY

From gifts and experiences to honeymoon and cash funds, we have everything couples want.


[CHECK OUT ZOLA REGISTRY](#)



CHECKLIST

Customize our to-do list with your unique wedding details and set deadlines.


[START CHECKLIST](#)



GUEST LIST

Get addresses, manage RSVPs, address invitations, and communicate with guests.

[BUILD GUEST LIST](#)








Best Wedding Registry Ever







Zola makes registering simple. From blenders to travel packages and honeymoon funds, our store carries everything couples love and everything guests love to give. Our easy-to-use tools guide you through the entire process. Plus, we have benefits like [free shipping and returns](#), [price match](#), and a friendly [Registry Advisor](#) is just a call or email away.

[START YOUR REGISTRY](#)

Over 50,000 wedding gifts, experiences, and honeymoon funds plus over 500 top brands

From registry staples like [KitchenAid](#) and [Le Creuset](#) to the latest from [Sonos](#) and [Airbnb](#), our store has everything couples want and everything guests love to give.

SHOP TOP BRANDS

RSVP cards and envelopes, then finish it all off with free matching envelopes and free addressing. Need help with invitation wording? We'll help with that, too.

JUNE 6, 2020

4:10 PM | Presidio Chapel
130 Fisher Loop,
San Francisco, California
FORMAL RECEPTION TO FOLLOW
AT BEAUMONT STREET WINERY

Then Take the Stress Out of Wedding Planning With Our Free Tools

All our tools connect seamlessly to our [save the dates and invitations](#). First, choose from over 100 free(!) [wedding website designs that match our cards](#), then easily fill out your favorite template. Cool perk: If you register at Zola, guests can shop your registry right on your wedding website! Our [guest list manager](#) will collect addresses, format addresses for your envelopes, and track RSVPs. We'll also build you a custom [wedding checklist](#) to help you stay organized, so you can enjoy being engaged.

Wait, how is Zola free?

"Free" and "wedding planning" rarely appear in the same sentence, so we get this a lot. We make money by selling wedding gifts through Zola Registry, just like a department store, and by selling home goods through our store. Don't worry: Whether you register at Zola or not, all of our planning tools are still 100% free. No hidden fees.

[READ MORE FAQs](#)

Couples (And Guest!) ❤️ Zola

"We're a bicoastal couple, so being able to manage our [guest list online](#) saved us so much time."

GEORGE & MANFRED
LOS ANGELES, CA

"Building our registry and [website](#) was so easy! Our guests especially loved our [FAQs](#) section."

NIFFY & JOEL
PHILADELPHIA, PA

"We had a traditional Indian wedding with a few personal elements and loved the flexibility of Zola's [checklist](#)."

MANIKA & ROHAK
NEW YORK, NY

ZOLA IN THE PRESS

BRIDES

The New York Times

FAST COMPANY

InStyle

FORTUNE

TODAY

REFINERY29

MARTHA STEWART
weddings

BUSINESS
INSIDER

WSJ

Start Planning Your Wedding Now
We'll make it fun and easy!

GET STARTED



The wedding company that'll do anything for love.

f p t i @ZOLA | #ANYTHINGFORLOVE

© 2018 Zola, Inc. All rights reserved.
Privacy Policy / Terms of Use / Web Accessibility / Your CA Privacy Rights

About Zola

Our Story
Press
Jobs
Blog
Zola Townhouse
Wedding Vendors

Help

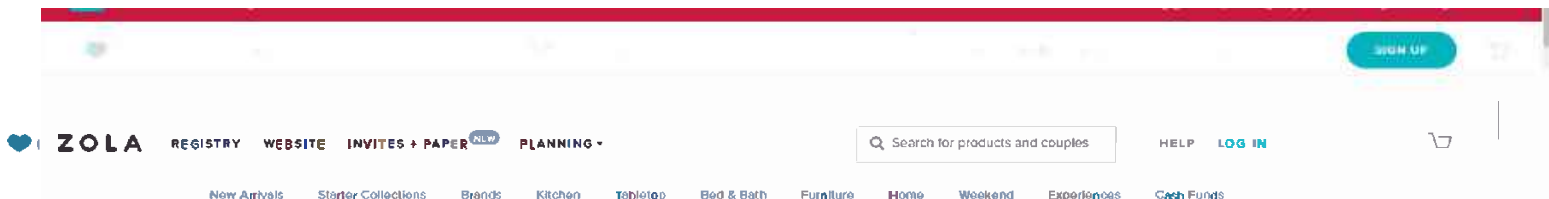
Find a Couple
FAQs
Order Status
Return Policy
support@zola.com
1-408-657-ZOLA

Mobile Apps

Zola Registry
iPhone, iPad, and Apple Watch
Zola Weddings
iPhone
Zola Weddings
Android



EXHIBIT M



Terms of Use

This website and/or its mobile applications ("Website") is owned and operated by Zola, Inc. (hereafter "Zola"), with participation by various vendors offering goods and services via the Website. These terms of use ("Terms of Use"), located at <http://www.zola.com/terms> apply to your use of this Website and any account you may establish on the Website. Your use of the Website is conditioned upon your acceptance of these Terms of Use. Your continued use of this Website constitutes your agreement to these Terms of Use. If you do not wish to be bound by these Terms of Use, please do not use this Website. We may update these Terms of Use from time to time in our sole discretion, and post an updated version of the notice at the URL provided above.

These terms apply to all visitors and users of our website, including registered wedding parties, licensors, and Vendors, but some provisions apply to each party differently.

YOUR INFORMATION AND WEBSITE CONTENT

You represent that all of the information, data and other materials you provide on this Website or to Zola through any other means are true, accurate, current and complete. You are responsible for updating and correcting the information you have provided, as appropriate. Some features that may be available on this Website require registration. By registering, you agree to provide true, accurate, current and complete information about yourself.

All content that you see or read on the Website (including, without limitation, text, design, graphics, logos, icons, images, audio clips, user submissions, downloads, interfaces, code and software, as well as the selection and arrangement thereof) ("Content") is the exclusive property of its owner (Zola and/or its licensors and/or partners) and is protected by copyright, trademark and other applicable laws. Without Zola's or the owner/rights holder's prior written consent you may not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any Content in any way for any purpose, including using Content on any other website. However, you may print pages from this Website for personal, non-commercial use, provided that you include a copyright notice on each page.

PRIVACY POLICY

Your use of the Website is further conditioned upon your acceptance of our privacy policy ("Privacy Policy"). Your continued use of this Website constitutes your agreement to the Privacy Policy. A copy of the Privacy Policy that applies to the collection, use, disclosure and other processing of personal information on this Website is located at <http://www.zola.com/privacy>. You consent to any personal information we obtain about you (either via this Website, by email, telephone or any other means) being collected, stored and otherwise processed in accordance with the terms of our Privacy Policy. We may update the Privacy Policy from time to time in our sole discretion, and post an updated version of the notice at the URL provided above. The Privacy Policy is hereby incorporated herein by reference.

USE OF WEBSITE

Zola grants to you a limited license to access and make personal use of this Website. Zola or its licensors or content providers retain full and complete title to the Content available on the Website, including all associated intellectual property rights, and provide this Content to you under a license that is revocable at any time in Zola's sole discretion. Zola strictly prohibits any use of the Content available through the Website (unless you own or have rights to the content), including but not limited to: (i) any downloading, copying or other use of the Content or the Website for purposes competitive to Zola or for the benefit of another vendor or any third party; (ii) any caching, unauthorized linking to the Website or the framing of any Content available on the Website; (iii) any modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any Content, products or services obtained from the Website that you do not have a right to make available (such as the intellectual property of another party); (iv) any uploading, posting or transmitting of any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer; (v) using any hardware or software intended to surreptitiously intercept or otherwise obtain any information (such as system data or personal information) from the Website (including, but not limited to the use of any "scraping" or other data mining techniques, robots or similar data gathering and extraction tools); or (vi) any action that imposes or may impose (in Zola's sole discretion) an unreasonable or disproportionately large load on Zola's infrastructure, or damage or interfere with the proper working of our infrastructure.

You are responsible for obtaining access to the Website, and that access may involve third-party fees (such as Internet service provider or airtime charges). In addition, you must provide and are responsible for all equipment necessary to access the Website. You may not bypass any measures that have been implemented to prevent or restrict access to this Website. Any unauthorized access to the Website by you (including any such access or use that involves in any way an account you may establish on the Website or any device you may use to access the Website) shall terminate the permission or license granted to you by Zola. Zola reserves the right to refuse or cancel any registration for this Website, remove any person from the Website and prohibit any person from using the Website for any reason whatsoever, and to limit or terminate your access to or use of the Website at any time without notice. Zola neither warrants nor represents that your use of the Content available on this Website will not infringe rights of third parties not affiliated with Zola. Termination of your access or use will not waive or affect any other right or relief to which Zola may be entitled, at law or in equity.

REGISTRATION ON THE WEBSITE

Registration requires you to (1) indicate agreement to these Terms of Use, (2) provide contact information and identification details, and (3) submit any other form of authentication required as part of the registration process, in Zola's sole discretion. You agree to accept responsibility for all activities that occur under your account or password. You are responsible for maintaining the confidentiality of your account and password, and for restricting access to your account. You will notify Zola immediately of any unauthorized use of your Zola account or the Website known to you, whether by you or a third party. You may cancel your Zola account at any time by contacting Zola customer support. Zola may terminate your account and refuse any and all current or future use of the Website or other services, or any portion thereof, (i) in order to comply with applicable law, (ii) if you provide any information that Zola determines, in its sole discretion, to be untrue, inaccurate, not current or incomplete (or if the information becomes untrue, inaccurate, not current or incomplete), (iii) if Zola determines, in its sole discretion, that you are using your Zola account in a manner not permitted by these Terms of Use, or (4) in other circumstances, as Zola deems appropriate in its sole discretion. Zola uses Google Maps Geocoding API. By using the Website you agree to be bound by Google's Terms of Service located at: <https://www.google.com/intl/en/policies/terms/>

PURCHASES

If you purchase a gift at Zola for a registered wedding party, you are purchasing a Zola Stored Value in the amount of the purchase price of the item selected plus any applicable taxes, handling and shipping charges. The gift recipient uses that Zola Stored Value to purchase the item you selected from Zola at the date the recipient designates for shipment of the item. Zola will honor the Zola Stored Value for the item you have selected as payment in full no matter the price of the item at the time of shipping. So, for example, if you select a set of dishes costing \$69.95 including all taxes and charges, when the wedding party recipient selects a shipping date the set of dishes is then purchased for \$69.95 and shipped no matter what the cost of the item is at that time. The registered wedding party will not be charged more for that item if the price has increased.

and item if the price has increased.

The registered wedding party may elect to retain your gift as a Zola Stored Value in the amount you paid. They may use that Zola Stored Value to purchase other items at Zola. Unredeemed Zola Stored Value may be escheated in accordance with applicable state law.

Zola Stored Value never expires and can be used for any physical product or experience that Zola sells. Zola Stored Value cannot be redeemed for cash or be applied towards items purchased from another website, cash gifts or Honeymoon Funds. In addition, Zola Stored Value cannot be retroactively applied to past orders. From time to time Zola may make available promotional codes or coupons for marketing, goodwill, referrals or other promotional purposes. These codes or coupons expire on the dates disclosed at the time the code or coupon is issued.

Zola may, in its sole discretion, choose to not process or to cancel your order in certain circumstances. This may occur, for example, when the product or service you wish to purchase is out of stock or has been mispriced, we suspect the request is fraudulent, or in other circumstances Zola deems appropriate in its sole discretion. Zola also reserves the right, in its sole discretion, to take steps to verify your identity to process your order. Zola will either not charge you or refund the charges for orders that we do not process or cancel.

Zola accepts returns on certain merchandise on a case-by-case basis. For Zola's Return Policy, which may change from time to time, please see <https://www.zola.com/returns>.

Zola attempts to provide accurate descriptions of products and services on the Website. Zola does not warrant, however, that the descriptions are accurate, complete, reliable, current or error-free. If a product or service offered on the Website is not as described, your sole remedy is to return the item, as specified in these Terms of Use.

Zola strives to provide accurate pricing information regarding the products and services available on the Website. We cannot, however, insure against pricing errors. Zola reserves the right, at its sole discretion, to not process or to cancel any orders placed for a product or service whose price was incorrectly posted on the Website as a result of an error. If this occurs, Zola will notify you by email. In addition, Zola reserves the right, at its sole discretion, to correct any error in the stated full retail price.

Zola offers free ground shipping on most orders. Free shipping is not available on some items such as furniture that have a delivery surcharge due to the size, weight or special handling necessary to make sure your order arrives safely. Click <https://www.zola.com/shipping> for our policy regarding shipping.

Click <https://www.zola.com/returns> for our policy regarding returns.

You must be at least 21 years of age to purchase alcoholic beverages. In addition, due to state restrictions and our merchants' licenses, alcoholic beverages may not always be shipped to all states in the U.S. or outside the U.S. Please refer to the sale page or product detail page on the Website for information on what states are permitted for specific items. If you provide a shipping address that is not in one of these states, Zola will not process your order. We will not ship alcoholic beverages outside the U.S. Quantity limits may apply in some states. Your order may be reduced or held to comply with state restrictions. Taxes collected are collected on behalf of the seller of record.

YOUR SUBMISSIONS

Any creative or original materials or any other creative suggestions, text, software, music, sound, photographs, graphics, videos, messages, ideas, notes, drawings, concepts, marketing plans or other information that any user, whether individual or Vendor, submits to us by electronic mail, for personalized products or otherwise, will be treated in accordance with these Terms of Use and our Privacy Policy.

For Wedding Vendors & Creative Professionals:

Submitting and/or posting Content to the Website does not alter the ownership of the Content. Content you own continues to belong to you. By submitting and/or posting Content to the Website as an individual or registered party, you grant Zola a royalty-free, non-exclusive license to use, reproduce, publish, distribute, modify, adapt, publish, edit, translate, distribute, perform, create derivative work of and display such Content alone, or as a part of other works in any form, media, or technology, whether now known or hereafter developed. This license may be revoked with 90 days' written notice to weddingvendors@zola.com.

This license grants Zola the ability to use your Content to create and promote/advertise your vendor listing and the broad Zola Inspiration offering, as well as for use in Zola's wedding and wedding planning blog. For the same purpose, Zola may reproduce, modify, adapt, publish, edit, distribute, perform, create derivative work of and display such Content alone, or as a part of other works in any form, media, or technology, whether now known or hereafter developed. Any Content you transmit or post may be used by Zola to promote the Zola Inspiration and blog, including but not limited to reproduction, disclosure, transmission, publication, broadcast and posting.

This license does not grant Zola the ability to use your content to promote Zola products and services other than those benefitting Zola Inspiration and blog. Should Zola seek to use your content in such ways, Zola must ask and receive your written permission to do so.

For All Other Users, including but not limited to couples:

By submitting and/or posting Content to the Website and/or personalized products, you automatically grant to Zola a royalty-free, perpetual, irrevocable, non-exclusive and fully sublicensable right and license to use, reproduce, modify, adapt, publish, edit, translate, distribute, perform, create derivative work of and display such Content alone, or as a part of other works in any form, media, or technology, whether now known or hereafter developed. Any Content you transmit or post may be used by Zola or licensed to others by Zola for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast and posting.

For All Users:

As a user, you are responsible for your own Content and are responsible for the consequences of your posting such Content. You acknowledge that you are responsible for any content you may submit through the Website, including content for personalized products, including the legality, reliability, appropriateness, originality and copyright of any such content. You may not upload to, distribute or otherwise publish through this Website or on any personalized products any content that: (i) is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; (ii) is obscene, sexually-explicit, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity; (iii) is confidential, proprietary, invasive of privacy or publicity rights, infringing on intellectual property rights, unlawful, harmful, threatening, false, fraudulent, libelous, defamatory, obscene, vulgar, profane, abusive, harassing, or otherwise objectionable, whether or not objectionable to a particular person; and (iv) that you do not have the right to use. Zola reserves the right to remove any content that violates these terms and to take any action that Zola deems appropriate in its sole discretion. Zola will not be liable for any actions taken by third parties in response to any content posted on the Website.

material, racially, ethnically or otherwise objectionable, including, but not limited to any content that encourages conduct that would constitute a criminal offense, violates the rights of any party or otherwise gives rise to civil liability or otherwise violates any applicable U.S. or foreign laws; (iv) may contain software viruses or malware; (v) is an advertisement, solicitation, promotional material, "junk mail," "spam," chain letters, pyramid schemes or any form of commercial content; (vi) impersonates another person or misrepresents your affiliation with any person or organization; (vii) contains personal information (such as phone numbers, Social Security numbers, payment card numbers, account numbers, addresses or employer references), except where we expressly ask you to provide such information; (viii) contains messages that offer unauthorized downloads of any copyrighted, confidential or private information; or (ix) contains identical (or substantially similar) messages to multiple recipients advertising any product or service, expressing a political or other similar message, or any other type of unsolicited commercial message; this prohibition includes but is not limited to (a) using the invitation functionality that may be available on the Website to send messages to people who do not know you or who are unlikely to recognize you as a known contact; (b) using the Website to connect to people who do not know you and then sending unsolicited promotional messages to those direct connections without their permission; (c) sending messages to distribution lists, newsgroup aliases or group aliases; or (d) creating personalized products. Furthermore, you will not access the Website to obtain a list of users of the Website or access or use any secure or non-public areas of the Website without authorization or frame or link to the Website. Zola does not represent or guarantee the truthfulness, accuracy, or reliability of any Content posted by other users or endorse any opinions expressed by users. You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any Content. You acknowledge that any reliance on material posted by other users will be at your own risk. Zola does not screen communications in advance and is not responsible for screening or monitoring material posted or added to personalized products by users. Zola reserves the right to remove Content, refuse to fulfill orders for personalized products, expel users and prevent their further access to the Website for violating these Terms of Use or the law.

ZOLA WEDDINGS

In addition to the Zola Registry, if you have registered an account at Zola.com you may have access to Zola Weddings for your personal, non-commercial use. You may register for Zola Weddings separately without including Zola Registry. Use of Zola Weddings for commercial purposes is strictly prohibited. This free service allows you to create and manage your Guest List, create a personalized website at Zola.com and create and manage a Checklist of things to do. Access to your Zola Weddings account is restricted; you must create and use a user name and password in order to obtain access. Information you upload to any Zola Weddings feature is not encrypted or otherwise secured.

Using the Guest List feature you can upload contact information for your wedding guests, including name, address, email and telephone number for each guest. You can request that Zola send guests that you select an email requesting that the guest send you his or her contact information or reminding the guest or your upcoming nuptials; Zola will be the sender of the email which will identify you as requesting the contact information. You select the recipients and determine when to send the email but you cannot edit the email text. You can also request that Zola send guests that you select an email with a short message that you compose. The email will identify that it is coming from you; Zola will be the sender of the email. The Guest List feature also allows you to track the RSVPs from each guest. By using this feature and uploading guest information you represent and warrant that you have the permission of that individual to provide the information to Zola and that Zola has permission to send emails to the individual on your behalf at your request. In this capacity, Zola is acting as a data processor on your behalf. Email messages you compose may be limited in size by Zola and shall not contain any content that is commercial in nature or that violates these Terms.

Using the Checklist feature you can create a personalized checklist of things to do. You have access to template checklists prepared by Zola.

Zola Weddings allows you to create a personalized website hosted by Zola for your personal, non-commercial use. Each such website will have a unique identification address. Access to such website can be restricted to those using a password you select. You can select a website design and upload Content, such as images and text, consistent with these Terms, but you do not control the operation of the website, the design or the source code, which remains the sole property of Zola and/or its licensees. Zola may limit the space available for Content you upload. The website permits posting links to video or audio files stored on other services but does not permit uploading video or audio files. No advertising or links to advertising are permitted. Content you post on the personalized website is owned by you and you are solely responsible for complying with these Terms in connection with such Content and any consequences arising out of your posting such Content. See Your Submissions. You are solely responsible for compliance with all laws and regulations in connection with your personalized website. In addition, you are solely responsible for the use of your personalized website by visitors to such website and any conduct or activities of such visitors. Zola is not responsible for the security of your personalized website or the information posted thereon. Availability and use of your personalized website is subject to all the Terms, including without limitation the limitations of liability, disclaimers of warranty and indemnity provisions.

WEDDINGS SUBMISSIONS

Zola may allow users and Vendors to post photographs of and information about their weddings to Zola's website. All content is submitted by the user and must comply with these Terms, including without limitation the Your Submissions representations and grant of perpetual licenses to all content. Content posted on Wedding Pages is available to the general public and is searchable by other users.

WEDDING VENDORS

Zola may allow wedding services vendors ("Vendors") to post profiles on the Site ("Vendor Profiles"). Vendors are responsible for providing accurate and current information in their profiles. All Vendor submissions must comply with the provisions of these Terms. By posting content each Vendor represents that the content is subject to these Terms, including without limitation the Your Submissions representations and grant of perpetual licenses to all content.

If you are a Vendor, you acknowledge and agree that: (i) Zola will not endorse you or your products or services; (ii) Zola is not responsible for assisting you in reaching an agreement with users; (iii) Zola is not responsible for assisting you in providing goods and services to Zola users, (iv) while all users are required to give us accurate information about themselves, Zola cannot and will not verify this information; (v) any transaction you enter into with a Zola user is strictly between you and the user, and we are not a party to that transaction; (vi) any dispute you have with a user is between you and the user, and we will not be a party to that dispute. Vendors are solely responsible for compliance with all applicable laws, rules, regulations and local ordinances, including without limitation, necessary permits (collectively, "Regulations"), or other taxes and payments which may be applicable to jobs. You agree that you, as a Vendor, are solely responsible for your products and services and agree to indemnify, defend and hold harmless Zola from any claims, suits, losses, damages, costs and expenses (including reasonable attorneys' fees) relating to or arising from your products and services, including any violation of any Regulations, or other taxes and payments which may be applicable to your products and services.

REVIEWS

Zola may permit users to post reviews of certain Vendors on Vendor Profiles, or other areas of the website. "Reviews" consist of opinions and information left by other users about Vendors. Reviews may include initial reviews from a user and responses from a Vendor. As our website is a neutral venue, we cannot, do not, and will not make any comments on behalf of any user. We do not make judgments on the veracity of opinions or statements. We may, but are not required to, take certain steps to ensure the Review is accurate, including proof that a user conducted business (or attempted to conduct business) with a Vendor. In order to protect the integrity of the Reviews, we will only consider removing a Review: (i) that contains profane, vulgar, discriminatory or contains adult material; (ii) for which we are provided with a binding ruling or settlement agreement from a valid and certified dispute resolution service, or is provided with a court order finding that the Review is slanderous, libelous, defamatory or otherwise illegal or the court order requires removal; (iii) that makes any reference to actions taken or purported to be taken by Zola or any law enforcement organization; (iv) that violates these Terms; (v) from a user that cannot be verified by use, or (vi) if required by law. Vendors may contact us to initiate a dispute over a Review. As a Vendor, you agree that you will not: (a) attempt to restrict in any way a user's right to post a review, by contract or otherwise; (b) offer a user cash or other compensation in any form in exchange for a more favorable review; (c) post and/or cut and paste and/or copy the content of a Review from the website to your own personal or business site, to any other third party website and/or to or on any of your own personal, business or third-party marketing/advertising materials, regardless of the form; (d) attempt to gain Reviews by receiving multiple Reviews from the same user; (e) post or attempt to post, in any manner or by any

means, a review on your own account; or (1) misrepresent or impersonate another user. You, as vendor, agree and acknowledge that Zola shall be entitled to retain all Reviews associated with you (including any of your responses) as well as basic directory information about you (e.g., business name, address and telephone number). Reviews about you will not be Your Content or your personal information. At your request, however, we will, remove any other of Your Content (i.e., content that is not publicly available or included in reviews).

DISCLAIMER

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS OF USE, OR REQUIRED BY APPLICABLE LAW, ZOLA MAKES NO REPRESENTATIONS, COVENANTS OR WARRANTIES AND OFFERS NO OTHER CONDITIONS, EXPRESS OR IMPLIED, REGARDING ANY INFORMATION, DATA, OR DATA PROCESSING SERVICES RELATING TO YOUR USE OF THIS SITE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NON-INFRINGEMENT AS WELL AS WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING.

YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE WEBSITE OR ANY FEATURE OR PART THEREOF AT ANY TIME. ZOLA DISCLAIMS ANY WARRANTIES THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE WEBSITE WILL BE SECURE, THAT THE WEBSITE OR THE SERVER THAT MAKES THE WEBSITE AVAILABLE WILL BE VIRUS-FREE, OR THAT INFORMATION ON THE WEBSITE WILL BE CORRECT, ACCURATE, ADEQUATE, USEFUL, TIMELY, RELIABLE OR OTHERWISE COMPLETE. IF YOU DOWNLOAD ANY CONTENT FROM THIS WEBSITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM THE WEBSITE SHALL CREATE ANY WARRANTY OF ANY KIND.

SOME STATES, INCLUDING WITHOUT LIMITATION NEW JERSEY, DO NOT PERMIT THIS TYPE OF DISCLAIMER, SO IT MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

THE PROVIDERS WHOSE PRODUCTS AND SERVICES ARE AVAILABLE ON THE WEBSITE ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF ZOLA. ZOLA IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH PROVIDER OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM THE PRODUCTS OR SERVICES THEY PROVIDE.

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE WEBSITE AND/OR FOR USE OF YOUR ZOLA ACCOUNT, COMMUNICATIONS WITH THIRD PARTIES, AND PURCHASE AND USE OF THE PRODUCTS AND SERVICES AVAILABLE THROUGH THE WEBSITE. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE, AND/OR USE OF THE WEBSITE MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK AND THAT THE WEBSITE IS MADE AVAILABLE TO YOU AT NO CHARGE. RECOGNIZING SUCH, YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (INCLUDING, WITHOUT LIMITATION, CONSUMER PROTECTION LAW), NEITHER ZOLA NOR ITS LICENSORS, SUPPLIERS OR THIRD PARTY CONTENT PROVIDERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO (1) THIS WEBSITE, OR ANY OTHER WEBSITE OR RESOURCE YOU ACCESS THROUGH A LINK FROM THIS WEBSITE; (2) ANY ACTION WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; (3) YOUR ZOLA ACCOUNT OR ANY TERMINATION OR CANCELLATION OF YOUR ACCOUNT; (4) ANY DELAY OR INABILITY TO USE THE WEBSITE OR ANY INFORMATION, PRODUCTS OR SERVICES ADVERTISED IN OR OBTAINED THROUGH THE WEBSITE, (5) THE MODIFICATION, REMOVAL OR DELETION OF ANY CONTENT SUBMITTED OR POSTED ON THE WEBSITE; OR (6) ANY USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ZOLA, ITS LICENSORS, SUPPLIERS OR THIRD PARTY CONTENT PROVIDERS, HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IT IS THE RESPONSIBILITY OF THE USER TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE WEBSITE, OR OBTAINED FROM A LINKED WEBSITE OR RESOURCE. THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, LOSS OF PROFITS BY YOU, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEITHER ZOLA NOR ITS LICENSORS, SUPPLIERS OR THIRD PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE WEBSITE. YOUR REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH ZOLA IS TO DISCONTINUE YOUR USE OF THE SITE. YOU AND ZOLA AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED. ZOLA'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE US\$100. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE LIMITATION OF LIABILITY WITH RESPECT TO LIABILITY ARISING FROM ANY NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF A LEGAL DUTY, OR INTENTIONAL MISCONDUCT BY ZOLA DOES NOT APPLY TO VISITORS OF THE SITE FROM NEW JERSEY.

LINKS

Zola has not reviewed all of the websites linked to this Website and is not responsible for the availability, content or accuracy of any pages or other sites linked via this Website. The inclusion of any link to such sites does not imply endorsement by Zola of these websites. Your linking to any other pages or websites is at your own risk. You agree that Zola will not be liable for any loss or damages you or any third party may suffer in connection with third party pages or websites. We encourage you to read the terms and privacy statements of all such websites, as their policies may be materially different from ours.

COMMUNICATION

When you use the Website or send emails to Zola, you are communicating with Zola electronically. You consent to receive electronically any communications related to your use of this Website. Zola will communicate with you by email or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from Zola intended for receipt shall be deemed delivered and effective when sent to the email address you provide on the Website.

TERMINATION

You agree that Zola may terminate your use of this Website if it believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use, violated the rights of Zola or any third party, or for any reason with or without notice to you. You agree that Zola may modify or discontinue this Website, with or without notice to you. You agree that Zola will not be liable to you or any third party as a result of such modification or discontinuation. Notwithstanding any other provisions of these Terms of Use or any general legal principles to the contrary, any provision of these Terms of Use that imposes or contemplates continuing obligations on a party will survive the expiration or termination of these Terms of Use. All licenses granted to Zola will survive termination of the granting user's account or permission to access the Website.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless Zola, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and extra-territorial jurisdiction, and all third parties, from and against all damages, claims, losses, liabilities, costs and debt and a reasonable amount of attorneys' fees and costs.

and employees, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) ("Claims") asserted by a third party against Zola that arise from: (i) your improper use of or access to the Website; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party's right including without limitation any copyright, trademark, trade secret or other property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive termination, modification or expiration of these Terms of Use and your use of the Website. This obligation to indemnify Zola does not include and Claims asserted by a third party that arise from any negligent, grossly negligent, reckless, willful, fraudulent or intentional conduct committed by Zola. New Jersey residents are not required to indemnify Zola for any Claims arising from Zola's negligent, grossly negligent, reckless, willful, fraudulent or intentional conduct.

TRADEMARKS

The trademarks, logos, and service marks (collectively the "Trademarks") displayed on this Website are registered and unregistered trademarks of Zola and others. Nothing contained on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this Website without the written permission of Zola or such third party that may own the Trademarks displayed on this Website. Your misuse of the Trademarks displayed on this Website, or any other Content on this Website, except as provided herein, is strictly prohibited.

COPYRIGHT

All Content included on this Website, such as text, graphics, logos, button icons, images, audio clips and software, is the property of Zola or its Content suppliers and protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement and assembly) of all Content on this Website is the exclusive property of Zola and protected by U.S. and international copyright laws. All software used on this website is the property of Zola or its software suppliers and protected by U.S. and international copyright laws. The reproduction, modification, distribution, transmission, republication, display or performance, of the Content on this Website is strictly prohibited.

NOTIFICATION OF CLAIMS OF COPYRIGHT INFRINGEMENTS

Zola respects the intellectual property rights of others. Accordingly, if you are a copyright owner or an agent thereof and believe that any user Content or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail): (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Zola to locate the material; (iv) information reasonably sufficient to permit Zola to contact you, such as an address, telephone number, and, if available, an electronic mail address; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Zola's designated Copyright Agent to receive notifications of claimed infringement is: copyright@zola.com or Zola, Inc., 150 Broadway, 19th Floor, New York, NY 10038, Attention: DMCA Complaint. You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

Please provide Zola with a separate notice each time you wish to report alleged acts of infringement.

PASSWORD

You may receive a password in connection with your use of this Website. You will be responsible to maintain the confidentiality of your password and account, and will be solely responsible for all activities that occur under your password and account. If you have any reason to believe or become aware of any loss, theft or unauthorized use of your login credentials, notify Zola immediately. Zola may assume that any communications we receive from your email or other address, or communications that are associated with your login credentials or your account on this Website, have been made by you unless we receive notice indicating otherwise.

FORCE MAJEURE

Zola shall be excused from performance under these Terms of Use, to the extent it is prevented from or delayed from performing, in whole or in part, as a result of an event or series of events caused by or resulting from (i) weather conditions or other elements of nature or acts of God, (ii) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion, (iii) quarantines or embargoes, (iv) labor strikes or (v) other causes beyond the reasonable control of Zola. In the event that Zola is temporarily unable to ship to you a purchased item because of such an event, Zola will give you the option of deferring shipment or receiving a refund of your charges.

GENERAL PROVISIONS

These Terms of Use constitute the entire agreement and understanding between you and Zola with respect to your use of the Website and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. You may be subject to additional terms and conditions that are applicable to certain parts of the Website. If any portion of these Terms of Use are held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law to the greatest extent possible and the remainder of the provisions shall remain in full force and effect. Any cause of action you may have with respect to your use of this website must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. These Terms of Use will be governed by and construed in accordance with the laws of the State of New York, United States of America, without regard to its conflicts of law provisions. Any legal action or proceeding relating to your access to, or use of, this website or our Content will be instituted in a state or federal court in New York County, New York, and you hereby agree to submit to the personal jurisdiction of such courts. The failure of Zola to act with respect to a breach of these Terms of Use by you or others does not waive Zola's right to act with respect to subsequent or similar breaches. Zola does not guarantee it will take action against all breaches of these Terms of Use. Except as otherwise expressly provided in these Terms of Use, there shall be no third-party beneficiaries to these Terms of Use. You may not assign these Terms of Use by operation of law or otherwise without the prior written consent of Zola, which may be withheld at Zola's sole discretion. Any attempted assignment that does not comply with these Terms of Use shall be null and void. Zola may assign these Terms of Use, in whole or in part, to any third party in its sole discretion.

CONTACT INFORMATION

If you have any questions or comments about these Terms of Use, please contact us by email at support@zola.com. You may also write us at:

Zola c/o Zola, Inc. 150 Broadway 19th Floor New York, NY 10038

EFFECTIVE DATE

June 13, 2018



The wedding company that'll do anything for love.



@ZOLA | #ANYTHINGFORLOVE

© 2018 Zola, Inc. All rights reserved.
[Privacy Policy](#) / [Terms of Use](#) / [Web Accessibility](#)

About Zola

[Our Story](#)
[Press](#)
[Jobs](#)
[Blog](#)
[Zola Townhouse](#)
[Wedding Vendors](#)

Help

[Find a Couple](#)
[FAQs](#)
[Order Status](#)
[Return Policy](#)
support@zola.com
[1-408-657-ZOLA](tel:1408-657-ZOLA)

Mobile Apps

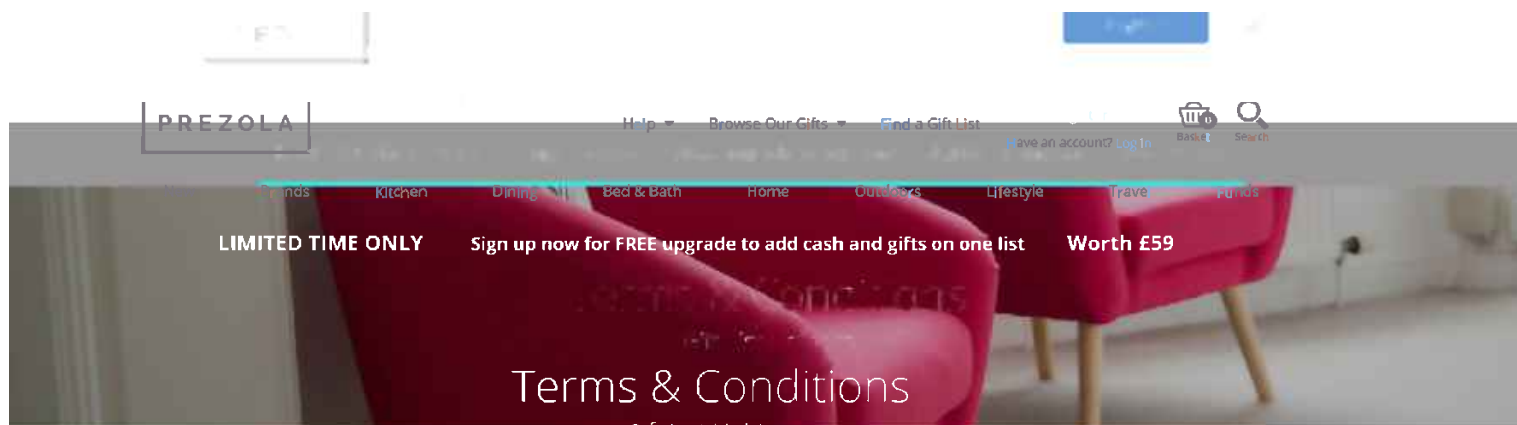
 [Zola Registry](#)
iPhone, iPad, and Apple Watch

 [Zola Weddings](#)
iPhone

 [Zola Weddings](#)
Android



EXHIBIT N



This page (together with our [Privacy Policy](#), [Terms of Website Use](#) and [Website Acceptable Use Policy](#)) tells you information about us and the legal terms and conditions (Terms) on which we supply the gift list services (Services) described on our website to you.

For details of how to manage your gift list please see our [Managing your List](#) page on our website.

For terms and conditions of Prezola Gift Vouchers please see clause 21 of these terms and conditions.

These Terms will apply to any contract between us for the supply of the Services to you (Contract). Please read these Terms carefully and make sure that you understand them, before registering to use the Services.

Please click on the button marked "I Accept" when registering your gift list with Prezola. If you refuse to accept these Terms, you will not be able to make use of the Services.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 7. If you register another gift list for another event please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 3rd January 2018.

These Terms, and any Contract between us, are only in the English language.

1. Information about us

1.1 We operate the website [prezola.com](#) ("Our Site"). We are Prezola Limited, a company registered in England and Wales under company number 07630238 and with our registered office at Prezola House, Woodlands Industrial Estate, Eden Vale Road, Westbury, BA13 3QS. Our main trading address is Prezola House, Woodlands Industrial Estate, Eden Vale Road, Westbury, BA13 3QS. Our VAT number is 112400680.

1.2 To contact us, please see our [Contact Us](#) page.

2. Products

2.1 The images of the products on Our Site (Gifts) are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Gifts. The Gifts ordered by those to whom you make the list available (Guests) may vary slightly from those images.

2.2 The packaging of the Gifts may vary from that shown on images on Our Site.

2.3 All Gifts shown on Our Site and added to your gift list are subject to availability. In the event of a Gift on your list becoming unavailable your account will be credited with the equivalent amount and you will be able to choose another Gift from Our Site. Delivery dates for replacement items may differ for Gifts on your finalised list. Please see the [Managing Your List](#) page on Our Site.

3. Use of Our Site

Your use of Our Site is governed by our [Terms of website use](#) and [Website Acceptable Use Policy](#). Please take the time to read these, as they include important terms which apply to you.

4. How we use your personal information

We only use your personal information in accordance our [Privacy Policy](#). For details, please see our [Privacy Policy](#). Please take the time to read these, as they include important terms which apply to you.

5. About you

5.1 You may only purchase the Services if you are at least 18 years old.

5.2 The Services are available for non-commercial and domestic use only. We reserve the right to refuse orders from businesses or that we consider are for commercial or other non-domestic concerns.

5.3 Certain Gifts on Our Site can only be purchased if you satisfy the legal age requirement for that Gift. We are not allowed by law to supply these Gifts to if you do not satisfy these age requirements. If you are underage please do not attempt to order or list these Gifts through Our Site. These Gifts are:

(a) knives; or

(b) alcohol.

5.4 If we are unable to determine your age we may refuse to sell or deliver age-restricted Gifts.

6. How the Contract is formed between you and us

6.1 For the steps you need to take to create your gift list on Our Site, please see our Register with Prezola page.

6.2 After you have created your account you will receive an email from us acknowledging that your account has been set up at which stage a Contract will have been formed between you and us.

7. Our right to vary these terms

7.1 We may revise these Terms from time to time due to, but not limited to, the following circumstances:

- (a) changes in how we accept payment from you; or
- (b) changes in relevant laws and regulatory requirements.

7.2 Every time you create a new account with us, the Terms in force at that time will apply to the Contract between you and us.

7.3 Whenever we revise these Terms in accordance with this clause 7, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

8. Your consumer right of Cancellation

8.1 You have a legal right to cancel a Contract under the Consumer Contract Regulations 2013 during the period set out below in clause 8.2. This means that during the relevant period if you change your mind or for any other reason you decide you do not want us to provide the Services, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens Advice Bureau or Trading Standards office.

8.2 Your legal right to cancel a Contract starts from the date of the acknowledgement email sent in accordance with clause 6.2, which is when the Contract between us is formed. You have a period of 14 (fourteen) working days in which you may cancel, starting from the day after the day you receive the acknowledgement email. Working days means that Saturdays, Sundays or public holidays are not included in this period.

8.3 To cancel a Contract, please contact us in writing to tell us by sending an email to hello@prezola.com or by sending a letter to Prezola House, Woodlands Industrial Estate, Eden Vale Road, Westbury, BA13 3QS or contact our Customer Services telephone line on 01225 581449. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you sent us the email or posted the letter to us. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.

8.4 You will receive a full refund of the price you paid for the Services. We will process the refund due to you as soon as possible and, in any case, within 14 calendar days of the day on which you gave us notice of cancellation as described in clause 8.3.

8.5 We refund you on the credit card or debit card used by you to pay.

8.6 Details of your legal right to cancel and an explanation of how to exercise it are provided in the acknowledgement email.

8.7 Once you have added your first Gift to your gift list, we make the Service available to you. You are not able to cancel your purchase of the Service after the Service is made available.

8.8 Your access to the Service may be terminated by written notice if you are in material breach of these terms and the breach is not remedied within the period of 14 days after written notice of the breach has been given to you. If we reasonably believe your breach of these Terms affects our lawful operation of the Service or third party customers we may suspend your access to the Service at any time.

8.9 As a consumer, you will always have legal rights in relation to services that are unsatisfactory or not as described. These legal rights are not affected by these Terms. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards office.

9. Prices and payment

9.1 The creation of your account is an offer to purchase Services from us. We offer two different levels of Services: (1) Premier Service (2) Premier Plus.

9.2 There will be no contract of any kind between you and us until it has been formed in accordance with 6.2. At any point up until then, we may decline to supply the Service to you without giving any reason.

9.3 The applicable fees for the Service (Service Fees) are payable when you create your account and are set out on the How Prezola Works and Managing your List pages on Our Site. The Company shall be under no obligation to provide a Service for which a fee is payable until such fee has been paid.

9.4 All prices are expressed inclusive of any VAT payable unless otherwise stated.

9.5 Your credit/debit card details will be encrypted to minimise the possibility of unauthorised access or disclosure. Authority for payment must be given at the time of placing your order.

10. Using the service

10.1 The Service allows you to create a gift list which will be published online and which may be accessed by those Guests to whom you make available the appropriate access information to enable them to purchase Gifts.

10.2 For information on how to manage your list, please see the Managing your list page on Our Site.

10.3 Prezola Gift Vouchers will automatically be added to your gift list as an option to your Guests, unless you opt not to include these on registration, and are subject to our Gift Voucher terms and conditions (please see clause 21 of these terms and conditions).

10.4 We understand that some Gifts are more appropriate as group purchases and we therefore offer a service to allow your Guests to make a contribution to higher value Gifts along with other Guests (Group Gifts).

10.5 The Company warrants that it has the right to provide the Service and will use all reasonable skill and care in making the Service available to you and in ensuring its availability. Because of the number of sources from which we obtain the content for the Service and because of the nature of the internet, errors and omissions do occur and we do not give any other warranties in respect of the Service.

10.6 The Company is continually seeking to improve the Service. The Company reserves the right, at its discretion, to make changes to any part of the Service provided that it does not materially reduce its content or functionality.

11. Charity Gifts

Instead of purchasing a Gift a Guest may purchase a charity product.

11.1 Once you have finalised your list the value of this donation will be provided to you in cash for you to donate to the charity yourselves to allow you to claim Gift Aid.

11.2 We do not process charity donations and do not hold the cash on trust for the charity the Guest has specified.

11.3 Prezola will cease to have any liability or responsibility in respect of the donation once the cash has been supplied to your nominated bank account.

12. Delivery

12.1 Delivery will be in accordance with our [Delivery page on Our Site](#).

12.2 You as the gift list holder will be responsible for the payment of any delivery charges which will be due on confirmation of your delivery slot, except as outlined in 12.3 below.

12.3 Delivery charges will be included in the price of Direct Delivery Gifts.

12.4 Once all your Gifts are ready for delivery you will be asked to book a convenient delivery date and once that delivery date has been confirmed we will deliver your Gifts. We advise that you choose a delivery date as soon as you are able to and no later than 28 days after we have confirmed to you that the Gifts are ready to deliver.

12.5 It is intended that your delivery will be sent through in one main consignment. We are however happy for you to choose a split delivery of your Gifts but any subsequent deliveries will be charged for.

12.6 We offer a standard delivery service which is available Monday to Friday within the UK, Channel Islands and the Republic of Ireland. This is available to all couples for their first delivery but we also offer alternative services such as a weekend delivery and Mainland Europe delivery.

12.7 You must be available to accept delivery of your Gifts on the agreed delivery date. If you fail to take delivery of the Gifts (including Direct Delivery Gifts being delivered on Our behalf) or if you fail to give us adequate delivery instructions (otherwise than by reason of any cause beyond your reasonable control or by reason of our fault) then, without limiting any other right or remedy which may be available to us, we may store the Gifts until actual delivery and charge you for the reasonable costs (including insurance) of storage. Any subsequent delivery attempts will incur additional charges, as outlined in our delivery charges on Our Site.

12.7 Delivery will be completed when we deliver the Gifts to the address you gave us.

12.8 If no one is available at your address to take delivery, we will leave you a note that the Gifts have been returned to our premises, in which case, please contact us to rearrange delivery.

12.9 The Gifts will be your responsibility from the completion of delivery.

12.10 Any large items, which may include Group Gifts, included in your gift list will be identified as such and will be delivered to you direct from the supplier(s) from whom we order them who will contact you to arrange delivery. If there are any issues with delivery or if the Gifts are faulty or damaged as a result of delivery you should contact the supplier directly.

12.11 Our service commitment is to contact you within 28 days of you finalising your list to organise your delivery. If your Gifts have not been received within this time and you have not chosen Gifts with longer lead times, we will liaise with you to offer alternative options.

12.12 Please note that for International (i.e. outside of the UK) bank transfers we will make a charge of £18 per transaction. This amount will be deducted from your available cash balance prior to transfer. If you require an international bank transfer then please contact our customer services team for guidance.

13. International delivery

Unfortunately we're unable to deliver outside of the Mainland European zones detailed on our [Delivery page](#). Please [contact us](#) to discuss deliveries outside of these zones.

14. Cash gifting

Some accounts allow you to add cash and honeymoon funds to your list. Additional terms and conditions relating to cash gifting are:

14.1 Due to money laundering regulations, it is not permitted for a couple to purchase cash gifts from their own lists. Prezola reserves the right to close the account and charge any associated banking fees if this occurs.

14.2 Prezola takes fraud and money laundering very seriously and as such closely monitors all cash gift purchases. If we suspect fraud or see suspicious activity on your account we reserve the right at our sole discretion to suspend your account whilst we investigate and/or report activity to the relevant authorities.

14.3 If your cash fund exceeds £5000 we will need to verify your identity prior to transferring the funds to your chosen bank account. We would need a copy of a recent utility bill which includes your current address and a copy of photographic ID, such as your driving licence or passport. We will be in contact via email to request this information.

14.4 Upon request we will transfer the balance on your cash funds into your nominated bank account. Please note that you are eligible for three free transfers. Prezola reserve the right to charge bank fees for any further transfers.

15. Price of gifts

15.1 The prices of the Gifts will be as quoted on Our Site and may change from time to time.

15.2 Your Guests will be charged the Gift price on the date the Gift is purchased through Our Site. However, your Guest has purchased a credit and they understand that whatever amount they have paid towards the Gift will be credited to your account.

15.3 Prezola's pricing policy is, in most circumstances, to price at the suppliers RRP. Aside from any promotions running Prezola do not offer a price matching service.

16. How to pay

16.1 Where you choose a Service for which a fee is payable, you can only pay for the Service using a debit card or credit card. We accept the following cards: Visa Credit, Visa Debit, Mastercard, Maestro, American Express.

16.2 Payment for the Services is in advance.

16.3 Where Guests have contributed to a Group Gift but the full price of the Gift has not been paid you will have the following options when finalising your list:

(a) to use any credit available in your Account towards the Group Gift when finalising your list;

(b) to use money from your cash fund available in your Account towards the Group Gift;

(c) to pay the additional required using a debit card or credit card; or

(d) use the credit towards another Gift.

17. Returns and manufacturer guarantees

16.1 Some of your Gifts come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the relevant Gift.

17.2 A manufacturer's guarantee is in addition to your legal rights in relation to Gifts that are faulty or not as described. Please contact us if any of the Gifts are faulty or not as described. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards office.

17.3 With regards to electrical Gifts purchased we recommend that you register the goods with the manufacturer as soon as they are received to activate the warranty, which should be included with the Gift packaging.

17.4 Please see our Returns and Exchanges for further details on returning or exchanging any faulty items.

18. Our liability

18.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

18.2 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence, or
- (b) fraud or fraudulent misrepresentation;

19. Events outside our control

19.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 18.2.

19.2 An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

19.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Gifts to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

20. Communications between us

20.1 When we refer, in these Terms, to "in writing", this will include email.

20.2 To cancel a Contract in accordance with your legal right to do so as set out in clause 8, you must contact us in writing by sending an email to hello@prezola.com by sending a letter to Prezola House, Woodlands Industrial Estate, Eden Vale Road, Westbury, BA13 3QS or please contact our Customer Services telephone line on 01225 581449. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you sent us the email or posted the letter to us. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.

20.3 If you wish to contact us in writing for any other reason, you can send this to us by email or by pre-paid post to Prezola House, Woodlands Industrial Estate, Eden Vale Road, Westbury, BA13 3QS or hello@prezola.com. You can also contact us using our Customer Services telephone line 01225 581449.

20.4 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide to us in your registration.

21. Other important terms

21.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you in writing or by posting on this webpage if this happens.

21.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

20.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

21.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

21.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

21.6 Please note that these Terms are governed by English law. This means a Contract for the supply of services through Our Site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

21.7 We will not file a copy of the Contract between us.

22. Gift Vouchers

22.1 Our Gift Vouchers are only redeemable online at www.prezola.com ("Our Site") against our product gifts and product group gifts and cannot be exchanged for cash or used towards your Honeymoon fund or for charity donations.

22.2 Gift vouchers can only be used against full priced items and cannot be used with any other discount, including the Happy Couple 10% discount.

22.3 All Gift Vouchers must be spent before the gift list can be finalised.

22.4 Gift Vouchers cannot be returned or refunded, unless you request a cancellation within 14 days of purchase, provided the Gift Voucher has not already been

redeemed. If the Gift Voucher has been redeemed it cannot be returned or refunded.

22.5 Gift Vouchers will be pre-populated at registration of a gift holder's gift list and can be removed at any time prior to the open date.

22.6 If you have purchased a product with a Gift Voucher (in whole or in part) and the product is damaged or faulty you may return the product and we will arrange for a replacement. If the product is personal in nature and the fault is the misspelling of the personalised information, which is as a result of your own actions, we will be unable to replace the product.

21.7 Gift Vouchers and remaining credit will automatically expire on the one year anniversary of your wedding date. Under certain circumstances, this date can be extended prior to expiry. Please contact our Customer Services Team at hello@prezola.com or 0300 488 0082 if you wish to extend the expiry date of your vouchers.

22.8 Prezola reserves the right to change any of these terms and conditions from time to time without notice. Please review these terms and conditions prior to purchasing or use of the Gift Voucher.

22.9 Gift Vouchers are issued by Prezola Limited. Registered office: Prezola House, Woodlands Industrial Estate, Eden Vale Road, Westbury, BA13 3QS. Registered under company number: 07630238

23. Prezola Rewards

23.1 Prezola Rewards may be available to you as Gift List Holders, please see terms and conditions at [this page](#) which set out how Prezola Rewards can be earned and spent.

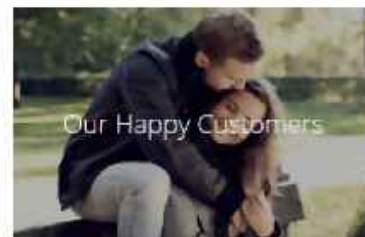
24. 10% Discount Promotion

23.1 Lists registered on or after 15th December 2017 will no longer receive a 10% discount on products bought by the list holder. Any list registered before this date will continue to receive 10% off all products bought by the gift list holder.

25. Virgin Experiences Competition

25.1 For terms and conditions on the Modern Gift List Guide's mini-moon competition, please see [this page](#)

More About Us



PREZOLA

© 2018 Prezola Ltd

About Prezola

About Us
Awards
How Prezola Works
Manage Your List
FAQs
Brand Partners
Customer Reviews
Tips & Advice

Our Policies

Terms & Conditions
Privacy Policy
Returns & Exchanges
Delivery Options

Customer Service

hello@prezola.com
(0) 800 488 0082
Contact Us
Our Affiliate Program

Follow Us

Twitter
 Facebook
 Pinterest
 Instagram



[Gift List Inspiration](#)

[Press Coverage](#)

[Work For Prezola](#)

